

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association		11/12/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kost USA, Inc.		
Street Address:	1000 Tennessee Avenue		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45229		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2230641	KOST	
Registration Number:	2766816	KOSTGARD	
CORRESPONDENCE DATA			
Fax Number:	6029165517		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	602-916-5317		
Email:	ip@fclaw.com		
Correspondent Name:	Susan Stone Rosenfield		
Address Line 1:	2394 East Camelback Road		
Address Line 2:	Suite 600		
Address Line 4:	Phoenix, ARIZONA 85016-3429		
NAME OF SUBMITTER:	Susan Stone Rosenfield		
SIGNATURE:	/Susan Stone Rosenfield/		
DATE SIGNED:	11/17/2020		
Total Attachments: 1			
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Termination of Security Interest

THIS TERMINATION OF SECURITY INTEREST (this "Termination"), dated as of November 12, 2020, is executed by FIFTH THIRD BANK, NATIONAL ASSOCIATION ("Bank") in favor of Kost USA Inc., an Ohio Corporation ("Debtor").

A. To secure the payment, performance, and observance of the Obligations (as that term is defined in that Loan and Security Agreement dated May 16, 2003 ("Loan Agreement"), the Debtor granted to the Bank a security interest, pursuant to that certain Trademark Security Agreement, dated as of May 16, 2003, executed by the Debtor in favor of Bank and recorded with the United States Patent and Trademark Office (the "USPTO") on December 23, 2003 at Reel/Frame: 002886-0477 (the "Trademark Security Agreement"), in the Collateral described therein, including, but not limited to, the trademarks, trademark registrations, trademark applications, and trademark licenses set forth on Schedule 1 annexed to this Termination and made part of this Termination for all purposes (such Collateral, the "Trademark Collateral").

B. The Bank now wishes to terminate the security interest in the Trademark Collateral.

C. All capitalized terms used herein not otherwise defined herein have the meanings given to them in the Loan Agreement.


NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Bank, on behalf of the Lenders, without representation, warranty, or recourse, hereby:

1. terminates the Trademark Security Agreement;
2. terminates, cancels, discharges and releases any and all liens on and its security interest in and to the Trademark Collateral arising under the Trademark Security Agreement, including, but not limited to, the trademarks, trademark registrations, trademark applications, and trademark licenses set forth on Schedule 1 annexed to this Termination; and
3. authorizes the recordation of this Termination with the USPTO at the Debtor's expense.

THIS TERMINATION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

IN WITNESS WHEREOF, the Bank has caused this Termination to be executed as of the day and year first above written.

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: 
Kathy Bohman, Assistant Vice President