

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618236

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scott Perper		12/31/2020	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	EB5 Acquisition, LLC
Street Address:	4444 South Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	Limited Liability Company: DELAWARE
Name:	Elements Brands, LLC
Street Address:	4444 South Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	Limited Liability Company: DELAWARE
Name:	Natural Dog Acquisition LLC
Street Address:	4444 South Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28209
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1505488	HELD FOND FORMULA
Registration Number:	2326751	5 CREAMS IN ONE JAR
Registration Number:	4692151	EB5 ANTI-AGING SKINCARE
Registration Number:	1597041	EB5
Registration Number:	2997337	EB5
Registration Number:	4684763	EB5
Registration Number:	4229152	NURTURE MY BODY YOUR SKIN OUR ORGANICS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3376794	MEXITAN
Registration Number:	3553660	SKEDATTLE
Registration Number:	3590169	TRILASTIN
Registration Number:	3911886	CUTEYBABY
Registration Number:	4031515	SNOUT SOOTHER
Registration Number:	4715387	SOOTHE.HEAL.WAG
Registration Number:	4774459	PAW SOOTHER
Registration Number:	4899597	BULLY BALM
Registration Number:	4910235	SKIN SOOTHER
Registration Number:	4947310	NATURAL DOG COMPANY
Registration Number:	4960967	WRINKLES NEVER LOOKED SO GOOD
Registration Number:	4992605	SNOUT SHINE
Registration Number:	4996576	YOUR DOG WILL THANK YOU
Registration Number:	5009926	WRINKLE BALM
Registration Number:	5377306	SOOTHE·PROTECT·HEAL
Registration Number:	5373770	PAWTECTION
Registration Number:	5380647	SPRUCE UP PUP
Registration Number:	5380679	BULLY GNAWER
Registration Number:	5380680	SOOTHE.MOISTURIZE.PROTECT
Registration Number:	5466549	NATURAL DOG COMPANY
Serial Number:	87903554	ROCKIN GREEN
Serial Number:	87903649	ROCKIN' GREEN
Serial Number:	87936421	TROPICAL SANDS
Serial Number:	87952825	SKI BALM
Serial Number:	87938829	CANINE CLEAN

CORRESPONDENCE DATA

Fax Number: 7043311159

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.

Phone: 7043311000

Email: PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 043672.000047

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED:	01/04/2021
---------------------	------------

Total Attachments: 4

source=Termination and Release of SI-T from Scott Perper to Natural Dog Acquisition, LLC#page1.tif

source=Termination and Release of SI-T from Scott Perper to Natural Dog Acquisition, LLC#page2.tif

source=Termination and Release of SI-T from Scott Perper to Natural Dog Acquisition, LLC#page3.tif

source=Termination and Release of SI-T from Scott Perper to Natural Dog Acquisition, LLC#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 31, 2020 (“Release”), is made by Scott Perper, as agent (“Secured Party”) in favor of Elements Brands LLC, a Delaware limited liability company, EB5 Acquisition LLC, a Delaware limited liability company, and Natural Dog Acquisition LLC, a Delaware limited liability company (each individually a “Grantor”, and collectively the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement dated as of November 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the Grantors, Secured Party, and others party thereto, and the Trademark Security Agreement dated as of November 28, 2018 by and among the Grantors and Secured Party (“Trademark Security Agreement”), Grantors granted to the Secured Party, a security interest in all of each Grantor’s right, title and interest in, to and under the following (the “Trademark Collateral”): (i) all Trademarks and all of the goodwill connected with the use of, and symbolized by, each Trademark of the Grantors, including each Trademark listed on Schedule A, (ii) each Trademark License, (iii) all claims by the Grantor against third parties for (a) past, present or future infringement of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License, (b) breach or enforcement of any Trademark License, or (c) breach or enforcement of any Trademark License, and (iv) all products and proceeds of the foregoing; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on January 10, 2019 at Reel 6522 Frame 0233.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Secured Party, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest in all of each Grantor’s right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantors’ expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the state designated for governing law in the Security Agreement.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Scott Perper, as agent

By: Scott B. Perper

Name: Scott Perper

Schedule A

U.S. Trademarks

Mark	Application or Registration Number	Class Numbers	Record Owner
HELDFOND FORMULA	1,503,488	3	EB5 Acquisition, LLC ¹
5 CREAMS IN ONE JAR	2,326,751	3	EB5 Acquisition, LLC*
EB5 ANTI-AGING SKINCARE & Design	4,692,151	3	EB5 Acquisition, LLC*
EB5 Stylized	1,597,041	3	EB5 Acquisition, LLC
EB5	2,997,337	3	EB5 Acquisition, LLC
EB5 Stylized	4,684,763	3	EB5 Acquisition, LLC
NURTURE MY BODY YOUR SKIN OUR ORGANICS	4,229,152	3	Elements Brands, LLC ²
MEXITAN	3,376,794	3	Elements Brands, LLC
SKEDATTLE	3,553,660	5	Elements Brands, LLC
TRILASTIN	3,590,169	3	Elements Brands, LLC
CUTEYBABY & Design	3,911,886	16 and 25	Elements Brands, LLC
ROCKIN GREEN	87/903,554	3 and 5	Elements Brands, LLC
ROCKIN' GREEN Stylized	87/903,649	3 and 5	Elements Brands, LLC
TROPICAL SANDS	87/936,421	3	Elements Brands, LLC
SKI BALM	87/952,825	3	Elements Brands, LLC
SNOUT SOOTHER	4,031,515	3	Natural Dog Acquisition LLC ³
SOOTHE.HEAL.WAG	4,715,387	3	Natural Dog Acquisition LLC***
PAW SOOTHER	4,774,459	3	Natural Dog Acquisition LLC***
BULLY BALM	4,899,597	3	Natural Dog Acquisition LLC***

¹ *Successor in interest by way of an asset purchase pursuant to that certain Asset Purchase Agreement dated as of May 3, 2017 among eb5 Corporation, an Oregon corporation, as the "Seller", EB5 Acquisition, LLC, a Delaware limited liability company, as the "Buyer", and Donna Amex-Heldfond, as the "Seller Owner".

² **Successor in interest by way of an asset purchase pursuant to that certain Asset Purchase Agreement dated as of February 1, 2013 between Elements Brands, LLC, now a Delaware limited liability company, as the "Buyer", Nurture My Body, LLC, a Washington limited liability company, as the "Seller", and Patty Kerr and Rich Arnold, the "Seller Members".

³ ***Successor in interest by way of the Acquisition.

SKIN SOOTHER	4,910,235	3	Natural Dog Acquisition LLC***
NATURAL DOG COMPANY & Design	4,947,310	3 and 31	Natural Dog Acquisition LLC***
WRINKLES NEVER LOOKED SO GOOD	4,960,967	3	Natural Dog Acquisition LLC***
SNOUT SHINE	4,992,605	3	Natural Dog Acquisition LLC***
YOUR DOG WILL THANK YOU	4,996,576	3	Natural Dog Acquisition LLC***
WRINKLE BALM	5,009,926	3	Natural Dog Acquisition LLC***
SOOTHE•PROTECT•HEAL	5,377,306	3	Natural Dog Acquisition LLC***
PAWTECTION	5,373,770	3	Natural Dog Acquisition LLC***
SPRUCE UP PUP	5,380,647	3	Natural Dog Acquisition LLC***
BULLY GNAWER	5,380,679	31	Natural Dog Acquisition LLC***
SOOTHE.MOISTURIZE.PROTECT	5,380,680	3	Natural Dog Acquisition LLC***
NATURAL DOG COMPANY	5,466,549	3 and 31	Natural Dog Acquisition LLC***
CANINE CLEAN	87/938,829	3	Natural Dog Acquisition LLC***