

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CircleUp Credit Advisors LLC		12/10/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kitu Life, Inc.		
Street Address:	1732 First Ave.		
Internal Address:	#25614		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10128		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	86893021	CAFFE SUNNIVA	
Serial Number:	87014653	SUPER COFFEE	
Serial Number:	87266630	THE WORLD'S 1ST SUPER COFFEE	
Serial Number:	87266654	FOCUS FOR YOUR MIND. ENERGY FOR YOUR BOD	
Serial Number:	87489481	SUNNIVA	
Serial Number:	87489493	SUNNIVA SUPER COFFEE	
Serial Number:	87765437	SUNNIVA	
Serial Number:	87899519	SUPER CREAMER	
Serial Number:	87908804	KITU	
Serial Number:	88169127	SUPERLATTE	
Serial Number:	88173610	SUPER COFFEE	
Serial Number:	88384132	POSITIVE ENERGY	
Serial Number:	88384145	POSITIVE ENERGY PROJECT	
Serial Number:	88384152	ATH-LIFER	
Serial Number:	88384158	WAKE 'EM UP	
Serial Number:	88384166	CHANGE YOUR ENERGY CHANGE YOUR WORLD	
Serial Number:	88384169	SUPER ESPRESSO	
Serial Number:	88384171	KITU SUPER ESPRESSO	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	88384183	KITU SUPER COFFEE
Serial Number:	88384191	KITU SUPER CREAMER

CORRESPONDENCE DATA

Fax Number:

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: 5059547285
Email: klanderson@hollandhart.com
Correspondent Name: Timothy S. Crisp
Address Line 1: 110 N Guadalupe St # 1
Address Line 4: Santa Fe, NEW MEXICO 87501

ATTORNEY DOCKET NUMBER:	108579.0001
NAME OF SUBMITTER:	Timothy S. Crisp
SIGNATURE:	/Timothy S. Crisp/
DATE SIGNED:	12/10/2020

Total Attachments: 5

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AND ASSIGNMENT AGREEMENT**

This Termination and Release of Intellectual Property Security and Assignment Agreement (this “**Release**”) is made with regard to that certain Intellectual Property Security and Assignment Agreement entered into as of April 8, 2019 (the “**IP Security and Assignment Agreement**”), as amended from time to time, by and between CircleUp Credit Advisors LLC, a Delaware limited liability company (the “**Lender**”) and Kitu Life, Inc., a Delaware corporation (the “**Grantor**”).

WHEREAS, Lender agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of March 22, 2019, by and between Lender and Grantor (as amended to date, the “**Loan Agreement**”). Defined terms used herein, but not otherwise defined, have the meanings ascribed to such terms in the Loan Agreement.

WHEREAS, pursuant the Loan Agreement, the parties entered into the IP Security and Assignment Agreement which was recorded on July 9, 2019 at Reel 6688 Frame 0760 in the Trademark division of the U.S. Patent and Trademark Office, the Grantor granted the Lender a security interest in certain Intellectual Property Collateral (the “**IP Collateral**”), listed in Trademark Schedule hereto (the “**Trademark Schedule**”);

WHEREAS, the Grantor has paid and satisfied in full its Obligations (other than certain inchoate indemnification obligations) under the Loan Agreement, and the parties desire to enter into this Release to confirm that the Lender has released its security interests in and to the IP Collateral and to expunge any recordation of the Security Interest insofar as it pertains to the IP Collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender forever releases and discharges the entire Security Interest in and to all of the Intellectual Property Collateral, including the Trademarks, Trademark applications, Patents, Patent applications and Copyrights, granted to the Lender by the IP Security and Assignment Agreement.

The Lender hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Grantor reasonably shall request to terminate any security interest in the IP Collateral pursuant to the IP Security and Assignment Agreement and otherwise to effectuate the release of all recordations of such Security Interest in the IP Collateral.

The Lender acknowledges and agrees that the Grantor and its successors and assigns may rely upon this Release. The Lender represents and warrants that it has not transferred or assigned all or any part of the Security Interest in the IP Collateral to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

[signature follows on next page]

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by a duly authorized officer thereunto.

CIRCLEUP CREDIT ADVISORS LLC

DocuSigned by:
Shobna Dhewant
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By: _____

Name: Shobna Dhewant

Title: Manager

TRADEMARKS AND TRADEMARK APPLICATIONS SCHEDULE

Trademark properties:

1	Serial # : 86893021 Mark: CAFE SUNNIVA	Filing Dt: 02/01/2016	Reg # : NONE	Reg. Dt:
2	Serial # : 87014653 Mark: SUPER COFFEE	Filing Dt: 04/26/2016	Reg # : NONE	Reg. Dt:
3	Serial # : 87266630 Mark: THE WORLD'S 1ST SUPER COFFEE	Filing Dt: 12/13/2016	Reg # : NONE	Reg. Dt:
4	Serial # : 87266654 Mark: FOCUS FOR YOUR MIND. ENERGY FOR YOUR BODY.	Filing Dt: 12/13/2016	Reg # : 5241368	Reg. Dt: 07/11/2017
5	Serial # : 87489481 Mark: SUNNIVA	Filing Dt: 06/14/2017	Reg # : 5562120	Reg. Dt: 09/11/2018
6	Serial # : 87489493 Mark: SUNNIVA SUPER COFFEE	Filing Dt: 06/14/2017	Reg # : 5504600	Reg. Dt: 06/26/2018
7	Serial # : 87765437 Mark: SUNNIVA	Filing Dt: 01/22/2018	Reg # : NONE	Reg. Dt:
8	Serial # : 87899519	Filing Dt: 04/30/2018	Reg # : 5783843	Reg. Dt: 06/18/2019

	Mark: SUPER CREAMER				
	Serial #: 87908804 Mark: KITU	Filing Dt: 05/04/2018	Reg #: NONE	Reg. Dt:	
9	Serial #: 88169127 Mark: SUPERLATTE	Filing Dt: 10/25/2018	Reg #: NONE	Reg. Dt:	
10	Serial #: 88173610 Mark: SUPER COFFEE	Filing Dt: 10/29/2018	Reg #: NONE	Reg. Dt: 02/11/2020	
11	Serial #: 88384132 Mark: POSITIVE ENERGY	Filing Dt: 04/12/2019	Reg #: NONE	Reg. Dt:	
12	Serial #: 88384145 Mark: POSITIVE ENERGY PROJECT	Filing Dt: 04/12/2019	Reg #: NONE	Reg. Dt:	
13	Serial #: 88384152 Mark: ATH-LIFER	Filing Dt: 04/12/2019	Reg #: NONE	Reg. Dt:	
14	Serial #: 88384158 Mark: WAKE 'EM UP	Filing Dt: 04/12/2019	Reg #: NONE	Reg. Dt:	
15	Serial #: 88384166 Mark: CHANGE YOUR ENERGY CHANGE YOUR WORLD	Filing Dt: 04/12/2019	Reg #: NONE	Reg. Dt:	
16					

<p>17</p> <p>Serial #: <u>88384152</u> Mark: SUPER ESPRESSO</p>	<p>Filing Dt: 04/12/2019</p>	<p>Reg #: <u>6149741</u></p>	<p>Reg. Dt: 09/08/2020</p>
<p>18</p> <p>Serial #: <u>88384171</u> Mark: KITU SUPER ESPRESSO</p>	<p>Filing Dt: 04/12/2019</p>	<p>Reg #: NONE</p>	<p>Reg. Dt:</p>
<p>19</p> <p>Serial #: <u>88384183</u> Mark: KITU SUPER COFFEE</p>	<p>Filing Dt: 04/12/2019</p>	<p>Reg #: <u>6050905</u></p>	<p>Reg. Dt: 05/12/2020</p>
<p>20</p> <p>Serial #: <u>88384191</u> Mark: KITU SUPER CREAMER</p>	<p>Filing Dt: 04/12/2019</p>	<p>Reg #: <u>6045368</u></p>	<p>Reg. Dt: 05/05/2020</p>