

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACF Finco I LP		02/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Luxco, Inc.		
Street Address:	5050 Kemper Ave.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63139		
Entity Type:	Corporation: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2872936	BRADY'S	
Registration Number:	4064299	CELTIC HONEY	
Registration Number:	2452996	BORU	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Joel Salomon, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Joel Salomon		
SIGNATURE:	/Joel Salomon/		
DATE SIGNED:	02/08/2021		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of February 5, 2021, from ACF Finco I LP, a New York limited partnership having a principal place of business at 580 White Plains Road, Suite 610, Tarrytown, New York 10591, as Lender (as defined in the Trademark Security Agreement (as hereinafter defined) under the Loan Documents (as hereinafter defined), to Luxco, Inc., a Missouri corporation having a principal place of business at 5050 Kemper Ave., St. Louis, Missouri 63139 as assignee of certain Trademark Collateral (as hereinafter defined) (the “Assignee”). Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement, dated on or about August 19, 2011 among the Lender, Castle Brands (USA) Corp., a Delaware corporation (the “Assignor”) and Keltic Financial Partners II, LP, a Delaware limited partnership (the “Predecessor Lender”), and the Trademark Assignment and Security Agreement, between the Predecessor Lender and the Assignor (the “Trademark Security Agreement”)(together with the other documents, executed in connection therewith, as the same may be modified, amended, restated or replaced from time to time, collectively, the “Loan Documents”)

WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement, a security interest (the “Security Interest”) was granted by the Assignor to the Predecessor Lender in certain Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 15, 2014, at:

with respect to BRADY’S: Reel 5217, Frame 0535

with respect to CELTIC HONEY: Reel 5217, Frame 0510, and

with respect to BORU: Reel 5217, Frame 0535; and

WHEREAS, the Lender now desires to terminate and release the entirety of its Security Interest in the Identified Trademark Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, is used as defined in the Trademark Security Agreement with respect to the trademarks or service marks identified on Schedule I attached hereto and made a part hereof (the "Identified Trademark Collateral")

2. Release of Security Interest: The Lender hereby terminates, releases and discharges its Security Interest in the Identified Trademark Collateral, and any right, title or interest of the Agent in such Identified Trademark Collateral shall hereby cease and become void.


3. Further Assurances: The Lender shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ACF Finco I LP,
as Lender

By: 
Name: *Oleh Kechupet*
Title: *Authorized Signer*

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BRADY'S	7651547	May 19, 2003	2872936	August 10, 2004
CELTIC HONEY	85099436	August 3, 2010	4064299	November 29, 2011
BORU	75978853	July 22, 1998	2452996	May 22, 2001