

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		02/12/2021	OHIO BANKING CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	FLORIDA BOTTLING, INC.		
Street Address:	5800 SW 87th Street		
City:	South Miami		
State/Country:	FLORIDA		
Postal Code:	33143		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4121100	SMART HEALTHY	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	2165863939		
Email:	lmaynard@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Lance Maynard/Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	461494-600002		
NAME OF SUBMITTER:	LANCE R. MAYNARD		
SIGNATURE:	/LANCE R. MAYNARD/		
DATE SIGNED:	02/19/2021		
Total Attachments: 4			
source=Florida Bottling Inc. - Termination and Release of Security Interest in IP (Fifth Third) EXECUTED#page1.tif			
source=Florida Bottling Inc. - Termination and Release of Security Interest in IP (Fifth Third) EXECUTED#page2.tif			
source=Florida Bottling Inc. - Termination and Release of Security Interest in IP (Fifth Third) EXECUTED#page3.tif			
source=Florida Bottling Inc. - Termination and Release of Security Interest in IP (Fifth Third) EXECUTED#page4.tif			

CH \$40.00 4121100

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This TERMINATION AND RELEASE, ("Release") is dated as of February 12, 2021, and is from FIFTH THIRD BANK, an Ohio Banking Corporation, (the "Secured Party"), to FLORIDA BOTTLING, INC., a Florida corporation, now known as ALLAPATTAH INDUSTRIES, INC. (the "Debtor"). Unless otherwise defined herein, each capitalized term used herein shall have the meaning specified in the Credit Agreement or Security Agreement (both, as defined below).

WITNESSETH:

WHEREAS, the Debtor, Secured Party and the other parties thereto, are parties to that certain Master Credit Agreement dated May 4, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Secured Party made available to the Debtor Loans and other financial accommodations as set forth in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Debtor and the Secured Party entered into that certain Security Agreement dated May 29, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which a security interest in the Collateral (as defined in the Security Agreement) was granted to the Secured Party as security for the Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the terms of the Credit Agreement, the Security Agreement, and the other Loan Documents, the Debtor and Secured Party entered into a Confirmatory Security Agreement, dated as of May 29, 2018 (the "Confirmatory Security Agreement"), under which the Debtor affirmed its prior grants of and granted to the Secured Party, for the benefit of the Secured Party, a continuing interest in all of the Debtor's right, title and interest in, to and under the Collateral, including without limitation, patents, patent applications, and trademarks, all as particularized in the definition of "Collateral" as it appears in the Security Agreement, including the intellectual property filings listed in Exhibit A attached thereto (the "Intellectual Property Collateral");

WHEREAS, the Confirmatory Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 31, 2018 at Reel 006355/Frame 0587;

WHEREAS, the Secured Party issued that certain Letter Agreement, dated December 29, 2020 (the "Letter Agreement"), under which the Secured Party agreed, upon receipt of the payment in full of the total amounts set forth in those certain Payoff Letters dated December 10, 2020 and attached thereto as Exhibit A (the "Payoff Letters") together with the total amount of legal fees attached thereto as Exhibit B (the "Legal Fees," and together with the total amounts set forth in the Payoff Letters, the "Payoff Amount") to terminate, release, and discharge all security interests, liens, guarantees, and encumbrances to or held by the Secured Party for indebtedness evidenced by the Payoff Letters or pursuant to the Loan Documents, and to execute and deliver such releases

and other documents reasonably requested by Debtor to effectuate such termination, release, and discharge;

WHEREAS, the Secured Party confirms that it received the Payoff Amount on or about December 31, 2020; and

WHEREAS, the parties now wish to confirm and evidence the release of the entirety of the Secured Party's security interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Secured Party hereby states as follows:

1. Release of Security Interest. The Secured Party hereby affirms its prior termination, release, and discharge of its continuing security interest in all of the Debtor's right, title, and interest in, to and under the Intellectual Property Collateral, including without limitation each trademark registration and/or trademark application referred to in Exhibit A attached herein, and the subject trademark thereof, together with the goodwill associated therewith, and any right, title or interest of the Secured Party in such Intellectual Property Collateral has ceased and become void.

2. Further Assurances. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of Florida, and that any suit, action, or proceeding arising out of or relating to this Release may be instituted in any state or federal court sitting in the county of Miami-Dade, State of Florida, United States of America.

4. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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

FIFTH THIRD BANK

As Secured Party

By: 

Name: George Vail

Title: Vice President

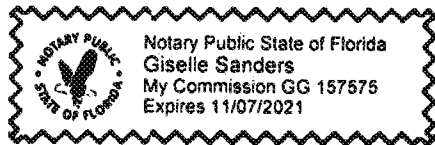
Acknowledgement

State of Florida

County of Broward

Subscribed and sworn to before me this 17 day February 2021

(SEAL)




Notary Public

MY COMMISSION EXPIRES:

November 7, 2021

TRADEMARK

REEL: 007197 FRAME: 0302

**Exhibit A
Intellectual Property Collateral**

TRADEMARK	COUNTRY	APPLICATION/ REG. NO.	OWNER	GOODS
SUMMER SONG	Costa Rica	App 1412-97 App 28-FEB-1997	FLORIDA BOTTLING INC.	Beverages, namely fruit juices and fruit flavored soft drinks.
RAINBERRY	Costa Rica	App 1411-97 App 28-FEB-1997	FLORIDA BOTTLING INC.	Fruit juice, nectars, fruit flavored soft drinks and cocktails non-alcoholic.
RAINBERRY FARMS	Costa Rica	App 8463-95 App 01-DEC- 1995	FLORIDA BOTTLING INC.	Fruit juice, nectars, fruit flavored soft drinks and cocktails non-alcoholic.
SUMMER SONG	Costa Rica	App 8467-95 App 01-DEC- 1995	FLORIDA BOTTLING INC.	Drinks, namely: fruit juices and sodas flavored with fruit juices.
RAINBERRY	Costa Rica	App 8464-95 App 01-DEC- 1995	FLORIDA BOTTLING INC.	Fruit juice, nectars, fruit flavored soft drinks and cocktails non-alcoholic.
SMART HEALTHY	United States	Reg 4121100 Reg 03-APR-2012	FLORIDA BOTTLING, INC.	FRUIT JUICES; ORGANIC FRUIT JUICES