

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM627843

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Release and Reassignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ares Capital Corporation		02/11/2021	Collateral Agent:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Plantation Products, LLC		
<b>Street Address:</b>	202 South Washington Street		
<b>City:</b>	Norton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02766		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88468593	VITAMIN INSTITUTE	
<b>Serial Number:</b>	88464547	LIVINGSTON	
<b>Serial Number:</b>	88459268	FERRY-MORSE	
<b>Serial Number:</b>	88001092	FLEXI-POT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<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>			
<b>Phone:</b>	5039434828		
<b>Email:</b>	cvicino@orrick.com, ipprosecution@orrick.com		
<b>Correspondent Name:</b>	Kristin S. Cornuelle		
<b>Address Line 1:</b>	2050 Main St., Suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	6257.212		
<b>NAME OF SUBMITTER:</b>	Kristin S. Cornuelle		
<b>SIGNATURE:</b>	/Kristin S. Cornuelle/		
<b>DATE SIGNED:</b>	02/23/2021		
<b>Total Attachments: 4</b>			
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**SECOND LIEN TRADEMARK RELEASE AND REASSIGNMENT**

THIS SECOND LIEN TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of February 11, 2021, by ARES CAPITAL CORPORATION, in its capacity as administrative agent and as collateral agent (in such capacity, the “Collateral Agent”) in favor of Plantation Products, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or the Trademark Security Agreement (each as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Second Lien Security Agreement dated as of December 23, 2014, by and among the Collateral Agent, the Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, for the benefit of the Lenders, a security interest in certain intellectual property, including but not limited to, certain trademarks (“Trademarks”) and Trademark Collateral (as defined below) as security for certain obligations owing by such Grantor to Collateral Agent, including those set forth on Schedule A hereto;

WHEREAS, pursuant to the Security Agreement, the Collateral Agent and the Grantor entered into that certain Second Lien Trademark Security Agreement dated as of November 12, 2019 (the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 18, 2019, at Reel 006797, Frame 0743; and

WHEREAS, the Grantor have requested that the Collateral Agent release its security interest in the Collateral and reassign any and all right, title and interest in, to and under the same to such Grantor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby releases its security interest and all of its right, title and interest in and to the following (collectively the “Trademark Collateral”):

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Collateral Agent hereby releases, grants and conveys to such Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

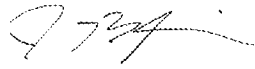
3. Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

4. This Second Lien Trademark Release and Reassignment is made under and shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without reference to conflicts of laws provisions.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Collateral Agent has duly executed this Release as of the date first above written.

**ARES CAPITAL CORPORATION**, as Collateral  
Agent

By:   
Name: \_\_\_\_\_ Joshua Bloomstein  
Title: Authorized Signatory

## SCHEDULE A

### Trademark Registrations/Applications

Owner	Trademark	Application Number/Application Date	Registration Number/Registration Date
Plantation Products, LLC	VITAMIN INSTITUTE	88468593 June 11, 2019	N/A
Plantation Products, LLC	LIVINGSTON	88464547 June 7, 2019	N/A
Plantation Products, LLC	FERRY-MORSE	88459268 June 4, 2019	N/A
Plantation Products, LLC	FLEXI-POT	88001092 June 14, 2018	5699410 March 3, 2019