

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Callodine Commercial Finance, LLC		04/01/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EDCA LLC		
<b>Street Address:</b>	5990 Sepulveda Blvd.		
<b>City:</b>	Van Nuys		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91411		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4564039		
<b>Serial Number:</b>	86676014		
<b>Registration Number:</b>	4575242	EVERYDAY CALIFORNIA	
<b>Registration Number:</b>	5037161	EVERYDAY CALIFORNIA	
<b>Serial Number:</b>	86727619	EVERYDAY CALIFORNIA	
<b>Registration Number:</b>	5060746	EVERYDAY FLORIDA	
<b>Registration Number:</b>	5050779	EVERYDAY HAWAII	
<b>Registration Number:</b>	5050780	EVERYDAY LAS VEGAS	
<b>Registration Number:</b>	5092133	EVERYDAY NEW YORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Spencer Simon		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>NAME OF SUBMITTER:</b>	Spencer Simon		

CH \$240.00 4564039

<b>SIGNATURE:</b>	/Spencer Simon/
<b>DATE SIGNED:</b>	04/09/2021
<b>Total Attachments: 10</b>	
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), dated as of April 1, 2021, by Callodine Commercial Finance, LLC (as successor to Gordon Brothers Finance Company), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, reference is made to that certain Financing Agreement, dated as of August 3, 2018 (as amended by that certain First Amendment to Financing Agreement, dated as of December 28, 2018, as further amended by that certain Second Amendment to Financing Agreement, dated as of January 29, 2019, as further amended by that certain Third Amendment to Financing Agreement and Forbearance Agreement, dated as of December 20, 2019, as further amended by that certain Fourth Amendment to Financing Agreement and Forbearance Agreement, dated as of April 30, 2020, as further amended by that certain Fifth Amendment to Financing Agreement and Forbearance Agreement, dated as of September 1, 2020, as further amended by that certain Sixth Amendment to Financing Agreement and Forbearance Agreement, dated as of December 15, 2020, as further amended by that certain Seventh Amendment to Financing Agreement and Forbearance Agreement, dated as of February 16, 2021 and as further amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement"), by and among, among others, EDCA LLC, a Delaware limited liability company (the "Trademark Grantor") and the Collateral Agent;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of August 3, 2018 (the "Trademark Security Agreement") the Trademark Grantor pledged, conveyed, sold, assigned, transferred and set over unto the Collateral Agent and granted a lien on and security interest to the Collateral Agent (collectively, the "Security Interest") in all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Trademark Grantor listed on Schedule 1 hereto, all Proceeds of any of the foregoing, the goodwill of the businesses with which such Trademarks are associated, and all causes of action for infringement of any such Trademarks or unfair competition regarding the same (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 18, 2018, at Reel/Frame 006440/0538, and subsequently assigned from Gordon Brothers Finance Company to Callodine Commercial Finance, LLC on December 31, 2020 at Reel/Frame 7201/0734; and

WHEREAS, the Collateral Agent now desires to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement.
2. Release of Security Interest. The Collateral Agent, without representation, warranty or recourse, hereby terminates the Trademark Security Agreement and absolutely, unconditionally and irrevocably terminates, releases, cancels and discharges any and all Security Interest in and to the

Trademark Collateral, and any and all right, title and interest of the Collateral Agent in, to and under the Trademark Collateral shall hereby cease and become void.

3. Recordation. The Collateral Agent authorizes the Trademark Grantor and its designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Trademark Grantor's sole expense.

4. Governing Law. This Termination and Release and the rights and obligations of the parties under this Termination and Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release as of the date first above written.

**CALLODINE COMMERCIAL FINANCE,  
LLC** (as successor to Gordon Brothers Finance  
Company), as the Collateral Agent


By:   
Name: Caitlin Sanders  
Title: Managing Director


**Schedule 1**

**Release Trademarks**


[See attached.]




## EDCA LLC TRADEMARK SCHEDULE

Country	Trade Mark	App. No./Reg. No.	Class
BRAZIL	EVERYDAY CALIFORNIA	App. No. 909873267	18
CANADA		App. No. 1734904	18
CANADA	EVERYDAY CALIFORNIA	1734905	18
CANADA	EVERYDAY CALIFORNIA	Reg. No. TMA946115	25
CANADA	<p style="text-align: center;">MORE THAN JUST A STATE OF MIND, IT'S A WAY OF LIFE</p>	App. No. 1756065	18, 25

CHILE	EVERYDAY CALIFORNIA	Reg. No. 1162433	25
CHILE	EVERYDAY CALIFORNIA	Reg. No. 1213631	18
CHINA	EVERYDAY CALIFORNIA	1222838	25
COLOMBIA	EVERYDAY CALIFORNIA	Reg. No. 509242	25
COLOMBIA	EVERYDAY CALIFORNIA	Reg. No. 25499	
EUTM	EVERYDAY CALIFORNIA	Reg. No. 14485429	9, 14, 25
EUTM		Reg. No. 014655609	9, 18, 25



EUTM (IR DESIGNATION)	EVERYDAY CALIFORNIA	I.R. 1222838	25
INTERNATIONAL REGISTRATION (MADRID PROTOCOL)	EVERYDAY CALIFORNIA	I.R. 1222838	
JAPAN		App. No. 2017-103628	
JAPAN	EVERYDAY CALIFORNIA	Reg. No. 5936206	25
MEXICO	EVERYDAY CALIFORNIA	Reg. No. 1644554	18

MEXICO (IR DESIGNATION)	EVERYDAY CALIFORNIA	Local Mexican Reg. No. 1705666	25
MEXICO		Reg. No. 1612799	18
PERU	EVERYDAY CALIFORNIA	Reg. No. P00221224	25
PERU	EVERYDAY CALIFORNIA	Reg. No. P00236725	18
PHILIPPINES	EVERYDAY CALIFORNIA	4-2014-505349	25
U.S.		4564039	25
U.S.		86/676014	18

U.S.	EVERYDAY CALIFORNIA	4575242	25
U.S.	EVERYDAY CALIFORNIA	5037161	18
U.S.	EVERYDAY CALIFORNIA	86/727619	18
U.S.	EVERYDAY FLORIDA	5060746	25
U.S.	EVERYDAY HAWAII	5050779	25
U.S.	EVERYDAY LAS VEGAS	5050780	25

U.S.	EVERYDAY NEW YORK	5092133	25
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