

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks at R/F 7060/0468		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crescent Agency Services LLC, as Agent		06/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Activ Nutritional, LLC		
Street Address:	1200 Lenox Drive		
Internal Address:	Suite 100 Princeton Pike Corporate Center		
City:	Lawrenceville		
State/Country:	NEW JERSEY		
Postal Code:	08648		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	75366849	VIACTIV	
Serial Number:	75789014	ACTIVE NUTRITION FOR WOMEN BY WOMEN	
Serial Number:	76061305	VIACTIV V	
Serial Number:	85868648	VIACTIV LIFESTYLE	
Serial Number:	87023674	CHEWS TO MAKE A DIFFERENCE	
Serial Number:	87023681	#BEACTIV	
Serial Number:	87023684	CHEWS TO BE STRONG	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	065093-0005		
NAME OF SUBMITTER:	Jessica Bajada-Silva		

OP \$190.00 75366849

SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	06/02/2021
Total Attachments: 4 source=Teal - Partial Trademark Release [Execution Version] (124294974.1)#page1.tif source=Teal - Partial Trademark Release [Execution Version] (124294974.1)#page2.tif source=Teal - Partial Trademark Release [Execution Version] (124294974.1)#page3.tif source=Teal - Partial Trademark Release [Execution Version] (124294974.1)#page4.tif	

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Partial Release”), dated as of June 1, 2021 (the “Effective Date”), is made by CRESCENT AGENCY SERVICES LLC, as administrative agent and collateral agent (in such capacity, the “Agent”), in favor of ACTIV NUTRITIONAL, LLC, a Delaware limited liability company (“Activ Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Pledge and Security Agreement by and among Activ Grantor, the other Grantors party thereto, the Agent, and certain other parties, dated as of September 22, 2020 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Activ Grantor, together with the other Grantors party thereto, executed and delivered a Trademark Security Agreement, dated as of dated as of September 22, 2020 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on September 24, 2020 at Reel/Frame 7060/0468;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Activ Grantor, together with the other Grantors party thereto, granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in the Trademark Collateral;

WHEREAS, the Trademark Collateral included all of Activ Grantor’s right, title and interest in, to and under all of the following assets and properties, whether then owned by or owing to, or thereafter acquired by or arising in favor of Activ Grantor (collectively, the “Released Trademark Collateral”): (i) all of the Trademarks owned by Activ Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing, but excluding any intent-to-use (or similar) Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may have impaired the validity or enforceability of such intent-to-use Trademark applications under applicable federal law; and

WHEREAS, the Agent and the Grantor acknowledge that the requirements for releasing the Security Interest in the Released Trademark Collateral have been met.

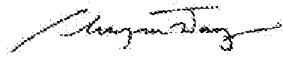
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby releases, discharges, terminates and cancels the Security Interest in the Released Trademark Collateral, and hereby re-assigns to Activ Grantor any right, title or interest it may have in the Released Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind. For the avoidance of doubt, except as expressly set forth above, nothing herein shall affect the Security Interest held by the Agent in the Trademark Collateral, or any other security interest granted by Activ Grantor or any other Grantors to the Agent.

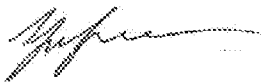
Activ Grantor, or any successor to Activ Grantor (including any person or entity hereafter having any right, title or interest in or to the Released Trademark Collateral), is hereby authorized to record this Partial Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Partial Release to be executed and delivered by its duly authorized officer as of the Effective Date.

CRESCENT AGENCY SERVICES LLC, as Agent

By: 
Name: Chris Wang
Title: Managing Director

By: 
Name: Yev Kuznetsov
Title: Managing Director

SCHEDULE A

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
Viactiv	App. No. 75366849 Reg. No. 2248302	25-May-1999	Activ Nutritional, LLC
Active Nutrition for Women by Women	App. No. 75789014 Reg. No. 2531197	1/22/2002	Activ Nutritional, LLC
Viactiv V	App. No. 76061305 Reg. No. 2465643	03-Jul-2001	Activ Nutritional, LLC
Viactiv Lifestyle	App. No. 85868648 Reg. No. 5073522	01-Nov-2016	Activ Nutritional, LLC
CHEWS TO MAKE A DIFFERENCE	App. No. 87023674 Reg. No. 5118073	10-Jan-2017	Activ Nutritional, LLC
#BEACTIV	App. No. 87023681 Reg. No. 5132075	1/3/2017	Activ Nutritional, LLC
CHEWS TO BE STRONG	App. No. 87023684 Reg. No. 5118075	10-Jan-2017	Activ Nutritional, LLC