### OP \$40.00 3151097

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM660028

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Collateral Agent		07/12/2021	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Instant Brands Holdings Inc. (f/k/a Corelle Brands Holdings Inc.)	
Street Address:	ss: 3025 Highland Parkway, Suite 700	
City:	Downers Grove	
State/Country:	ILLINOIS	
Postal Code:	Postal Code: 60515	
Entity Type:	Entity Type: Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3151097	HAND SAVER

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 8004945225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1419323 TM REL A
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	07/14/2021

### **Total Attachments: 5**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Release</u>"), dated as of July 12, 2021 (the "<u>Effective Date</u>"), is made by Bank of America, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

Reference is made to that certain Asset-Based Revolving Credit Agreement, dated as of June 30, 2021 (the "<u>Credit Agreement</u>"), by and among INSTANT BRANDS HOLDINGS INC., a Delaware corporation (the "<u>Lead Borrower</u>"), Instant Brands Inc., a corporation amalgamated under the Canada Business Corporations Act (the "<u>Canadian Borrower</u>"), INSTANT BRANDS ACQUISITION INTERMEDIATE HOLDINGS INC., a Delaware corporation ("<u>Holdings</u>"), BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent and each lender party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement.

WHEREAS, pursuant to that certain Security Agreement, dated as of June 30, 2021, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of June 30, 2021 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 30, 2021 at Reel/Frame 7340/0947; and

WHEREAS, the Borrower hereby notifies the Agent of the disposition of certain trademarks pursuant to that certain Trademark Assignment Agreement, dated as of June 30, 2021, by and between Instant Brands Holdings Inc. and OLFA North America Inc. (the "Specified Dispositions").

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Permitted Dispositions</u>. The Borrower hereby certifies to the Collateral Agent for the benefit of the Secured Parties that (i) the Specified Dispositions are permitted pursuant to Section 7.05(a)(4) of the Credit Agreement and (ii) the Agent may conclusively rely on the certifications by the Grantor in this Release pursuant to Section 10.22(a)(ii) of the Credit Agreement.
- 2. Release. Pursuant to Section 10.22(a)(ii) of the Credit Agreement, the Liens granted to the Agent by the Grantors on solely the Trademarks set forth on Schedule A attached hereto (the "Specified TM Registration"), arising under the Security Agreement and the Trademark Security Agreement, shall be automatically released upon consummation of the Specified Dispositions. Effective upon the consummation of the Specified Dispositions, the Agent, without representation or warranty of any kind, hereby confirms the release, discharge, termination and cancelation of all of its security interest in and to the Specified TM Registration arising under the Security Agreement and the Trademark Security Agreement. If and to the

extent that the Agent has acquired any right, title or interest in and to such Specified TM Registration under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the Grantor.

- 3. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 4. Counterparts; Electronic Signatures. This Release may be in the form of electronic records and may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of any executed counterpart of a signature page of this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release. Delivery of an executed signature page of this Release by facsimile or other electronic transmission or of a digital signature shall be effective as delivery of a manually executed counterpart hereof or thereof, to the extent and as provided for under applicable Law. The words "execute," "execution," "signed," "signature," and words of like import in or related to this Release and the transactions contemplated hereby shall be deemed to include Electronic Signatures, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paperbased recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, the Personal Information Protection and Electronic Documents Act (Canada), the Electronic Commerce Act, 2000 (Ontario), the Electronic Transactions Act (British Columbia), any other similar Canadian federal, provincial or territorial law or any other similar US state laws based on the Uniform Electronic Transactions Act. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA., N.A, acting in its capacity as Collateral Agent for the Lenders
By: Bir Soninh.
Name: Brian Scawinski
Title: Vice President
INSTANT BRANDS HOLDINGS INC. (F/K/A CORELLE BRANDS HOLDINGS INC.), as Grantor
By:
Name:
Title:

INSTANT BRANDS HOLDINGS INC. (F/K/A CORELLE BRANDS HOLDINGS INC.), as Grantors

By:

Name: Catherine R. Landman

Title: Secretary

**RECORDED: 07/14/2021** 

SCHEDULE A

# Release of Trademark Security Agreement recorded June 30, 2021 at Reel/Frame 7340/0947

## U.S. Trademark Registrations:

		HAND SAVER	Trademark
		78/758560	App. Number
Brands Holdings Inc.)		3151097	Reg. Number
	Brands Holdings Inc.)	INSTANT BRANDS HOLDINGS INC. (F/K/A Corelle	Owner
		21-Nov-2005   3-Oct-0	Filing I
		3-Oct-06	Date Reg. Date