

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VI, Inc.		09/18/2019	Corporation: MARYLAND
Venture Lending & Leasing VII, Inc.		09/18/2019	Corporation: MARYLAND
Venture Lending & Leasing VIII, Inc.		09/18/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Project Healthy Living, Inc.		
Street Address:	33 West 17th Street, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5370249	ALOHA	
Registration Number:	5370248	ALOHA	
Registration Number:	5296580	ALOHA	
CORRESPONDENCE DATA			
Fax Number:	3036073600		
<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:	303-607-3500		
Email:	linda.prainito@faegredrinker.com		
Correspondent Name:	Faegre Drinker Biddle & Reath LLP		
Address Line 1:	1144 15th Street, Suite 3400		
Address Line 2:	c/o Emily A. Bayton, Esq.		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	521875-1		
NAME OF SUBMITTER:	Emily A. Bayton		
SIGNATURE:	/Emily A. Bayton/		

OP \$90.00 5370249

DATE SIGNED:	07/14/2021
Total Attachments: 3 source=Project Healthy Living - Paid-Off Ltr_pending1#page1.tif source=Project Healthy Living - Paid-Off Ltr_pending1#page2.tif source=Project Healthy Living - Paid-Off Ltr_pending1#page3.tif	

**VENTURE LENDING & LEASING VI, INC.
VENTURE LENDING & LEASING VII, INC.
VENTURE LENDING & LEASING VIII, INC.**

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028

September 18, 2019

Project Healthy Living, Inc.
154 W 14th Street
New York, NY 10011

Ladies and Gentlemen:

Project Healthy Living, Inc. ("**Borrower**"), has paid in full all indebtedness under that certain Loan and Security Agreements, dated as of November 20, 2013, between Borrower and Venture Lending & Leasing VI, Inc., and Venture Lending & Leasing VII, Inc. (both as "**Lender**"), Loan and Security Agreements, dated as of December 30, 2014 between Borrower and Venture Lending & Leasing VII, Inc., (as "**Lender**"), and Loan and Security Agreements, dated as of October 12, 2015, between Borrower and Venture Lending & Leasing VII, Inc., and Venture Lending & Leasing VIII, Inc. (both as "**Lender**"), as supplemented by the Supplements thereto of even date therewith (as so supplemented, the "**Loan Agreements**"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

In connection therewith, Lender acknowledges and agrees that:

- (1) all of Borrower's outstanding debts, liabilities and obligations to Lender under the Loan Agreements and any other related loan and collateral security documents that may have been executed by Borrower (collectively, the "**Loan Documents**"; provided, however, "Loan Documents" shall not include any warrant instrument issued by Borrower to Lender's parent company or any other equity securities of Borrower acquired by Lender's parent company) have been satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, have been released from all liability therefor and Borrower has been released and discharged from any and all obligations, covenants and Agreements under the Loan Documents without further action from any Person;
- (2) the Commitment to make Loans under the Loan Agreements, to the extent not previously expired, shall hereby be terminated and be of no further force or effect, Lender shall hereby be released from any and all obligations, covenants and Agreements under the Loan Documents, and Lender shall not have any further obligation to make any Loans under the Loan Agreements;

- (3) all Liens of any kind, nature, or description, whenever and however arising, which Lender may have on any of the assets and property, real or personal, tangible or intangible, of Borrower; and any of its Subsidiaries granted in favor of Lender, including, without limitation, Liens created by, arising under, or granted to Lender pursuant to the Loan Documents, shall hereby automatically terminate and be satisfied and released;
- (4) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lender shall be returned to Borrower;
- (5) Borrower and its attorneys and designees shall hereby be authorized to file such necessary and appropriate UCC termination statements and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices; and
- (6) Lender shall deliver notices to terminate any control Agreements (including, without limitation, deposit and securities account control agreements) relating to any assets and property in which Borrower has granted a security interest or lien under any of the Loan Documents.

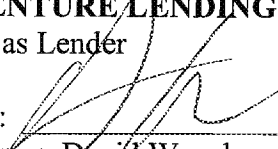
This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles. This letter may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any party may execute this letter by facsimile signature or scanned signature in PDF (or like) format, and any such facsimile signature or scanned signature shall be deemed an original signature and each of the parties is hereby authorized to rely thereon.

Notwithstanding anything to the contrary set forth in this letter: (i) those obligations, liabilities, covenants and terms that are expressly specified in any Loan Document as surviving that respective Agreements' termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreements, shall continue to survive notwithstanding anything to the contrary set forth herein; and (ii) nothing set forth herein shall affect or be deemed to affect those obligations, liabilities, covenants and terms set forth in any warrant instrument issued to Lender's parent company or set forth in any other equity securities of Borrower acquired by Lender's parent company.

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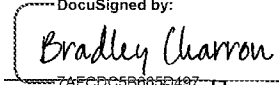
Very truly yours,

VENTURE LENDING & LEASING VI, INC.
VENTURE LENDING & LEASING VII, INC.
VENTURE LENDING & LEASING VIII, INC.
all as Lender

By: 
Name: David Wanek
Title: Vice President

Acknowledged and agreed as of the date first written above:

PROJECT HEALTHY LIVING, INC.
as Borrower

DocuSigned by:
By: 
Name: Bradley Charron
Title: Chief Executive Officer