

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Huntington National Bank		09/28/2021	Unincorporated Association: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	BioMaxx, Inc.		
Street Address:	1160 Pittsford Victor Road, Suite F - 2nd Floor		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4200822	MUDD MIXX	
CORRESPONDENCE DATA			
Fax Number:	5852322152		
<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:	5852311382		
Email:	kshimomura@hselaw.com		
Correspondent Name:	Kimberly I. Shimomura		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 2:	Harter Secrest & Emery LLP		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	97040.20		
NAME OF SUBMITTER:	Kimberly I. Shimomura		
SIGNATURE:	/Kimberly I. Shimomura/		
DATE SIGNED:	09/29/2021		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN U.S. TRADEMARKS (this "Release") dated as of September 28, 2021 is entered into by The Huntington National Bank (the "Bank"), in favor of BioMaxx, Inc., a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Credit Agreement, dated January 28, 2011, by and among Dry Creek Products, LLC, a Delaware limited liability company ("DBL"), Choice Brokerage, LLC, a Pennsylvania limited liability company ("CBL"), Choice Carriers, LLC, a Pennsylvania limited liability company ("CCL"), Choice Forest Products, LLC, a Delaware limited liability company ("CFPL"), Nazareth Pellets, LLC (f/k/a Greene Team Pellet Fuel Company, LLC), a Delaware limited liability company ("Nazareth"), and PA Pellets, LLC, a Delaware limited liability company ("PAP") (DCP, CBL, CCL, CFPL, Nazareth and PAP are each a "Borrower" and collectively, the "Borrowers"), the Grantor (the Borrowers and the Grantor are each, a "Loan Party" and collectively, the "Loan Parties") and the Bank (the "Credit Agreement"), the Loan Parties are obligated to the Bank and the Loan Parties have entered into that certain Patent, Trademark and Copyright Security Agreement, January 28, 2011 (the "Trademark Grant") in favor of the Bank; and.

WHEREAS, pursuant to the Trademark Grant, the Grantor mortgaged, pledged, granted and conveyed to the Bank, a first-priority security interest in and to and Lien on all of the Grantor's right, title and interest in and to the Trademark, together with the goodwill associated therewith, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

WHEREAS, Grantor and Bank entered into a certain Notice of Security Interest dated December 15, 2011 by and between Grantor and Bank (the "Notice of Security Interest") wherein Grantor granted to Bank a security interest in and Lien on, the Trademark Collateral;

WHEREAS, the Notice of Security Interest was recorded with the United States Patent and Trademark Office ("USPTO") against the U.S. Trademark registrations no. 85/337,419 and 85/337,178 (the "Trademarks");

WHEREAS, the Bank has agreed to release, terminate, and discharge all Liens on the Trademarks and the Trademark Collateral granted under the Credit Agreement, the Trademark Grant and the Notice of Security Interest.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, receipt of which is hereby acknowledged, the Bank and Grantor hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to them in the Credit Agreement and the Trademark Grant.

2. Release. The Bank, on behalf of itself, its successors, legal representatives and assigns hereby unconditionally terminates, releases, and discharges forever to the Grantor fully its security interest in and continuing Lien on all right, title and interest in, to and under the Trademarks and the Trademark Collateral.

3. Further Assurances. The Bank further agrees to execute and deliver to the Grantor any and all further documents and instruments and do any and all further acts which the Grantor or Assignee (or its agent or designees) may reasonably request, in order to confirm this Release and such Grantor right, title, and interest in or to the Trademarks and the Trademark Collateral.

4. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

5. Authorization. Bank hereby authorizes Grantor or its representative to record this Release with the USPTO and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, authorizes and requests that the USPTO record this Release. The Bank shall execute and deliver any and all documents or other instruments reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Bank has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

THE HUNTINGTON NATIONAL BANK

By: AAS

Name (printed): Norman Solomon

Title: Vice President

BIOMAXX, INC.

By: Michael Jayne

Name (printed): Michael Jayne

Title: President