

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		12/01/2021	NATIONAL BANKING ASSOCIATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOOD2GROW LLC		
Street Address:	2859 PACES FERRY ROAD		
Internal Address:	SUITES 820, 2100 and 2200 in overlook iii		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5473613	GOOD2 GROW	
Registration Number:	4805344	GOOD2GROW JUICY WATERS	
Registration Number:	4516503	GOOD2GROW	
Registration Number:	4889860	GOOD2 GROW	
Registration Number:	6074923	GOOD2GROW	
Registration Number:	5765003	GOOD2WIN	
Registration Number:	5951093	PODZ	
Registration Number:	3959603	WE BOTTLE HEALTHY FUN!	
Registration Number:	2975625		
Registration Number:	2643602	TUMMYTICKLER	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		

CH \$265.00 5473613

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	259211.000001
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	12/02/2021

Total Attachments: 7

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RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY** (“Release”) is made as of December 1, 2021, by **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent under the Credit Agreement referred to below (“Administrative Agent”), in favor of **GOOD2GROW LLC**, a Delaware limited liability company (“Grantor”).

WHEREAS, Grantor and Administrative Agent entered into that certain Credit Agreement, dated as of May 19, 2021, among Grantor, as Borrower, G2G Intermediate LLC, a Delaware limited liability company, as Holdings, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement or, if not defined therein, in the Agreement referred to below.

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of May 19, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”), Grantor assigned and granted to Administrative Agent on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under all intellectual property of Grantor (the “Intellectual Property Collateral”) (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, other than any application for registration of a Trademark filed with the U.S. Patent and Trademark Office on an intent-to-use basis to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such application or the validity or enforceability of registrations issuing from such application, until such time (if any) as a statement of use or amendment to allege use is accepted by the U.S. Patent and Trademark Office, at which time such Trademark automatically became part of the Intellectual Property Collateral), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereto.

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on May 19, 2021 at Reel/Frame 056283/0706 with respect to Patents, and the Agreement was recorded with the United States Patent and Trademark Office on May 19, 2021 at Reel/Frame 7298/0440 with respect to Trademarks.

WHEREAS, Grantor has requested that Administrative Agent execute and deliver this Release for recordation with the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights to terminate the Agreement and release, transfer and reassign to Grantor, without any representation, warranty or recourse whatsoever, all of Administrative Agent’s right, title and interest in and to the Intellectual Property Collateral.

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

1. **Release of Security Interest.** Administrative Agent hereby terminates the Agreement and releases, discharges, cancels and terminates its security interests in and liens upon the Intellectual Property Collateral, and Administrative Agent hereby reassigns and transfers to Grantor, without any representation, warranty or recourse whatsoever, all of Administrative Agent’s right, title and interest in and to the Intellectual Property Collateral, effective as of the date set forth above.

2. Recordation. This Release may be filed with the United States Patent and Trademark Office and the U.S. Copyright Office. Administrative Agent authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other applicable government officer record this Release.

3. Further Instruments. At Grantor's expense, Administrative Agent hereby agrees to execute such further instruments and documents and perform such further acts as Grantor may deem reasonably necessary to convey to Grantor the rights herein conveyed, without representation, warranty or recourse.

4. Governing Law. This Release shall be governed by, and construed in accordance with, the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, this Release of Security Interests in Intellectual Property has been executed by the undersigned as of the day and year first above written.

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: Ashleigh Erickson
Name: Ashleigh Erickson
Title: Authorized Officer

EXHIBIT A

Copyrights

Copyrights

Copyright	Reg. No.	Reg. Date	Record Owner
Bear Design	VAu001403162	07/16/2020	GOOD2GROW LLC

Copyright Applications

None.

EXHIBIT B

Patents

Patents

Patent	Country	Patent Number	Issue Date	Expiration Date	Record Owner
Lid	United States	D913,791	3/23/2021	3/23/2036	good2grow LLC
Bottle	United States	D874,935	2/11/2020	2/11/2035	good2grow LLC



Patent Applications and Patent Licenses

None.

EXHIBIT C


Trademarks

Trademarks

Trademark	Country	Registration Number	Registration Date	Record Owner
GOOD2 GROW GOOD2 GROW	United States	5473613	5/22/2018	good2grow LLC
GOOD2GROW JUICY WATERS GOOD2GROW JUICY WATERS	United States	4805344	9/1/2015	good2grow LLC
GOOD2GROW	United States	4516503	4/15/2014	good2grow LLC
GOOD2 GROW GOOD2 GROW	United States	4889860	1/19/2016	good2grow LLC
GOOD2 GROW 	United States	6074923	6/9/2020	good2grow LLC
GOOD2WIN	United States	5765003	5/28/2019	good2grow LLC
PODZ PODZ	United States	5951093	12/31/2019	good2grow LLC
WE BOTTLE HEALTHY FUN! WE BOTTLE HEALTHY FUN!	United States	3959603	5/10/2011	good2grow LLC
Design Only 	United States	2975625	7/26/2005	good2grow LLC
TUMMYTICKLER	United States	2643602	10/29/2002	good2grow LLC

Trademark Applications

Trademark	Country	Application Number	Application Date	Record Owner
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BRING HOME A SMILE	United States	88921676 (Pending ITU)	5/18/2020	good2grow LLC
GOOD2GROW	United States	88921703 (Pending ITU)	5/18/2020	good2grow LLC
SPOUTS 	United States	88692043 (Pending ITU)	11/14/2019	good2grow LLC
TOTS BY GOOD2GROW	United States	88921726 (Pending ITU)	5/28/2020	good2grow LLC
WE MAKE SMILES	United States	90179093 (Pending ITU)	9/14/2020	good2grow LLC