

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MUFG Union Bank, N.A.		04/25/2022	National Banking Association:
RECEIVING PARTY DATA			
Name:	JUUL Labs, Inc.		
Street Address:	1000 F St. NW. 8th Floor		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4581188	BLEND X	
Registration Number:	4581187	JAYBIRD	
Registration Number:	4818664	JUUL	
Registration Number:	4898257	JUUL	
Registration Number:	5299392		
Registration Number:	5304697		
Registration Number:	4447127	KICK-ASS MINT	
Registration Number:	4520349	POTRERO	
Registration Number:	4436467	ROCKET	
Registration Number:	5667074	JUULSALTS	
Registration Number:	5918490	JUULPODS	
Registration Number:	4976064	MAKE THE SWITCH TODAY	
Registration Number:	5770541	JUUL LABS	
Registration Number:	5776153	JUUL LABS	
Registration Number:	6064902	JUUL	
Registration Number:	6211614	JUUL	
Registration Number:	6504904	JUUL C1	
Registration Number:	6335971	JUULPOD	
Registration Number:	6259092	RACS	

CH \$515.00 4581188

Property Type	Number	Word Mark
Serial Number:	88480564	MAKE THE SWITCH

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: 858-509-4071
Email: sdipdocket@pillsburylaw.com
Correspondent Name: Michelle L. Mehok
Address Line 1: 11682 El Camino Real, Suite 200
Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:	Michelle L. Mehok
SIGNATURE:	/michelle mehok/
DATE SIGNED:	04/29/2022

Total Attachments: 4

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TERMINATION OF TRADEMARK SECURITY AGREEMENTS

This Termination of Trademark Security Agreements, dated as of April 25, 2022 (this "Termination"), is executed by MUFG Union Bank, N.A. ("Secured Party"), in favor of JUUL Labs, Inc., a Delaware corporation (the "Debtor").

RECITALS

WHEREAS, the Debtor and Secured Party are parties to (i) that certain Credit Agreement, dated as of April 25, 2019, and amended by that certain First Amendment First Amendment dated as of July 29, 2019, that certain Second Amendment dated as of August 2, 2019, that certain Third Amendment dated as of January 10, 2020, and that certain Fourth Amendment dated as of August 27, 2020 among Debtor as the Borrower, Secured Party as Administrative Agent, and certain Lenders (as so Amended, the "Credit Agreement"); (ii) Revolving Loan Notes dated as of April 25, 2019 issued to Secured Party, in the amount of \$70,000,000; UBS AG, Stamford Branch, Citibank, N.A., in the amount of \$25,000,000; Citibank, N.A., in the amount of \$45,000,000; JPMorgan Chase Bank, N.A. in the amount of \$65,000,000; and Credit Suisse AG, Cayman Islands Branch, in the amount of \$45,000,000; and (iii) Swingline Loan Note dated as of April 25, 2019 issued to Secured Party, in the amount of \$10,000,000 (the "Loan Documents"); and

WHEREAS, in connection with the Loan Documents, the Debtor and Secured Party entered into a (i) certain Trademark Security Agreement executed April 25, 2019 (recorded with the United States Trademark Office on April 26, 2019), (ii) certain Trademark Security Agreement executed May 28, 2020 (recorded with the United States Trademark Office on August 18, 2020), and (iii) certain Trademark Security Agreement executed May 14, 2021 (recorded with the United States Trademark Office on May 18, 2021), (clauses (i), (ii), and (iii), collectively the "Trademark Security Agreements"); and

WHEREAS, pursuant to the Trademark Security Agreements, the Debtor granted to Secured Party a security interest in certain "Trademark Collateral" evidenced by the recordation of the Trademark Security Agreements with the United States Patent and Trademark Office on April 26, 2019, in Reel 6630/Frame 0620, August 18, 2020, Reel 7027/Frame 0108, and May 18, 2021 in Reel 7297/Frame 0561;

WHEREAS, the Loan Documents and the Trademark Security Agreements have been terminated.

NOW, THEREFORE, for consideration received, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Secured Party hereby absolutely, unconditionally and irrevocably terminates the Trademark Security Agreements, and this Termination is evidence of the termination of the Trademark Security Agreements.

2. Secured Party hereby absolutely, unconditionally and irrevocably terminates, extinguishes, forever discharges and releases its security interest and all of its right,

title and interest in and to the Trademark Collateral, including the trademarks listed on Exhibit A hereto.

3. Secured Party authorizes and requests the Director of Patents and Trademarks of the United States to record this Termination of Trademark Security Agreements and agrees to execute and deliver such further instruments and take or cause to be taken such other or further action as the Debtor may reasonably request in order to perfect, confirm or evidence such release.

4. Secured Party hereby represents and warrants that it has full authority to execute and deliver this Termination of Trademark Security Agreements.

5. This Termination of Trademark Security Agreements shall be binding upon Secured Party's representatives, successors, assigns and transferees.

[signature page follows]

above. IN WITNESS WHEREOF, this Termination is executed as of the first date written

MUFG UNION BANK, N.A.

DocuSigned by:
Adrian Avalos
By: _____
Name: Adrian Avalos
Title: Director

Exhibit A

TRADEMARKS

Registered U.S. Trademarks

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Owner</u>	<u>Mark</u>
4581188	5-Aug-14	12-Apr-13	JUUL Labs, Inc.	BLEND X
4581187	5-Aug-14	12-Apr-13	JUUL Labs, Inc.	JAYBIRD
4818664	22-Sep-15	3-Jan-14	JUUL Labs, Inc.	JUUL
4898257	9-Feb-16	6-Jul-15	JUUL Labs, Inc.	JUUL (Stylized)
5299392	3-Oct-17	29-Aug-16	JUUL Labs, Inc.	Juul Device Design
5304697	10-Oct-17	29-Aug-16	JUUL Labs, Inc.	JUULpod Design
4447127	10-Dec-13	12-Apr-13	JUUL Labs, Inc.	KICK-ASS MINT
4520349	29-Apr-14	12-Apr-13	JUUL Labs, Inc.	POTRERO
4436467	19-Nov-13	12-Apr-13	JUUL Labs, Inc.	ROCKET
5667074	29-Jan-19	16-Mar-17	JUUL Labs, Inc.	JUULSALTS
5918490	26 -Nov-19	5-Feb-19	JUUL Labs, Inc.	JUULPODS
4976064	14-Jun-16	20-Feb-15	JUUL Labs, Inc.	MAKE THE SWITCH TODAY
5770541	4-Jun-19	24-Oct-17	JUUL Labs, Inc.	JUUL LABS (Stylized & Design)
5776153	11-Jun-19	18-May-17	JUUL Labs, Inc.	JUUL LABS
6064902	26-May-20	25-Jul-18	JUUL Labs, Inc.	JUUL (Stylized) in Hexagon Design
6211614	1-Dec-20	25-Jul-18	JUUL Labs, Inc.	JUUL (Stylized)
6504904	5-Oct-21	19-Jul-19	JUUL Labs, Inc.	JUUL C1
6335971	27-Apr-21	25-Sep-19	JUUL Labs, Inc.	JUULPOD
6259092	2-Feb-21	9-Aug-19	JUUL Labs, Inc.	RACS Design

Pending U.S. Trademark Applications

<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>	<u>Mark</u>
88480564	Jun 19 2019	JUUL Labs, Inc.	MAKE THE SWITCH