

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736702

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900693923

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		05/06/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Scivation, Inc.,
Street Address:	4407 Monterey Oaks Blvd.
Internal Address:	Suite 150
City:	Austin
State/Country:	TEXAS
Postal Code:	78749
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5004985	1BNF
Registration Number:	4600970	DIALENE
Registration Number:	5004906	FIRST, BUT NEVER FINISHED
Registration Number:	5138635	FLEXATRIL
Serial Number:	87209755	ISO-XT
Serial Number:	87056778	MORE WEIGHT. MORE REPS. LESS REST.
Serial Number:	87056945	MORE WEIGHT. MORE REPS. LESS REST.
Registration Number:	4697988	PSYCHO
Registration Number:	5272424	QUAKE 10.0
Registration Number:	4160879	SCIVATION
Registration Number:	4621768	SCIVATION PSYCHO
Registration Number:	4601224	SCIVATION XTEND
Registration Number:	5455256	SCIVATION XTEND ELITE
Serial Number:	86179229	CONSIDER IT
Registration Number:	5196419	SYMYX
Registration Number:	5196507	SYMYX ELEVATE
Serial Number:	87056885	TESTED IN THE LAB. PROVEN IN THE GYM.

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87056950	TESTED IN THE LAB. PROVEN IN THE GYM.
Registration Number:	4760425	XTEND
Registration Number:	4561696	XTEND ENDURANCE
Registration Number:	4810162	XTEND GO
Serial Number:	87665299	XTEND HYDRASPORT
Registration Number:	5504952	XTEND HYDRASPORT
Serial Number:	87568489	XTEND MAX
Registration Number:	4990290	XTEND PERFORM
Registration Number:	5455255	XTEND RIPPED

CORRESPONDENCE DATA

Fax Number: 6175231231

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: 6175701000

Email: us-patentbos@goodwinlaw.com, ahoward@goodwinlaw.com

Correspondent Name: GOODWIN PROCTER LLP

Address Line 1: 100 NORTHERN AVENUE

Address Line 2: IP DOCKETING DEPT./7TH FL.

Address Line 4: BOSTON, MASSACHUSETTS 02210

NAME OF SUBMITTER:	JOEL E. LEHRER
SIGNATURE:	/JOEL E. LEHRER/
DATE SIGNED:	06/23/2022

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 6th day of May, 2022 (the “Release Date”) by Cerberus Business Finance, LLC, a Delaware limited liability company, as collateral agent (the “Secured Party”), for the benefit of Scivation, Inc., a North Carolina corporation (the “Debtor”).

WHEREAS, the Debtor has entered into that certain Trademark Security Agreement, dated as of March 16, 2018 with Secured Party (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time and time, the “Trademark Security Agreement”);

WHEREAS, the Debtor has entered into that certain Pledge and Security Agreement, dated as of March 16, 2018 with Secured Party (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time and time, the “Security Agreement”), and pursuant to the Security Agreement and Trademark Security Agreement, the Debtor granted to the Secured Party a continuing security interest in certain assets of the Debtor, including, without limitation, all domestic and foreign trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, brand names, certification marks, collective marks, logos, symbols, trade dress, assumed names, fictitious names and service mark applications, business names, d/b/a’s, Internet domain names, trade styles, designs and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Debtor, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation (i) the trade names, Internet domain names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A attached hereto, (ii) all applications, registrations and recordings thereof (including without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof) and all reissues, (iii) all extensions, modifications and renewals thereof, (iv) all proceeds thereof and all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present and future infringements and dilutions thereof, (v) any and all causes of action which may exist by reason of infringement thereof and the right to sue for past, present and future infringements and dilutions thereof, and (vi) the goodwill of Debtor’s business symbolized by the foregoing or connected therewith (collectively, the “Marks”);

WHEREAS, Secured Party has recorded the Trademark Security Agreement with the United States Patent and Trademark Office (the “USPTO”) on March 16, 2018 at Reel 6314 Frame 0713; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Trademark Security Agreement, Security Agreement, and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party without representation, warranty or recourse, hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtor under the Security Agreement and/or the Trademark Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer as of the Release Date.

CERBERUS BUSINESS FINANCE, LLC

By: 

Name: Daniel E. Wolf
Title: Chief Executive Officer

Scivation, Inc.



By: _____

Name: Doss Cunningham

Title: Chief Executive Officer

(Signature Page to Release of Trademark Security Interest)