# CH \$65.00 52877

ETAS ID: TM738155

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST RECORDED AT REEL FRAME

6395/0068

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank, National Association		06/30/2022	National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	Northwest Cosmetic Laboratories, L.L.C.		
Street Address:	200 Technology Drive		
City:	Idaho Falls		
State/Country:	IDAHO		
Postal Code:	83401		
Entity Type:	Limited Liability Company: IDAHO		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5287754	COSMOVATIVE
Registration Number:	5287466	COSMOVATION

#### CORRESPONDENCE DATA

**Fax Number:** 3128622200

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:** 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago ILLINOIS 6

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	47419-32
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	06/30/2022

**Total Attachments: 3** 

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#### RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Release") is granted as of June 30, 2022, to NORTHWEST COSMETIC LABORATORIES, L.L.C., an Idaho limited liability company (the "Grantor"), by and from U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party"), for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, NCL Acquisition Corp., a Delaware corporation (the "NCL Acquisition"), DTB, LLC, a California limited liability company ("DTB"), and Colorado Quality Products, LLC, a Delaware limited liability company ("CQP" and together with the Grantor, NCL Acquisition, NCL and DTB, each, a "Borrower", and collectively, the "Borrowers"), the Lenders, and the Secured Party are parties to that certain Second Amended and Restated Credit Agreement dated as of July 27, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed, among other things, to extend to the Borrowers certain credit accommodations;

**WHEREAS**, the Grantor has granted security interests to the Secured Party under the Second Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of July 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, the Grantor executed and delivered a Confirmatory Grant of Security Interest in Trademarks dated as of July 27, 2018 (the "Collateral Assignment") granting the Secured Party a security interest in and lien on certain Trademark Collateral (as defined below);

**WHEREAS**, the Collateral Assignment was recorded with the United States Patent and Trademark Office against the Trademark Collateral identified on <u>Exhibit A</u> hereto on July 30, 2018, at Reel 6395, Frame 0068; and

WHEREAS, the Grantor has satisfied all of the obligations under the Security Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the Trademark Collateral as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

- 1. <u>Definitions</u>. Capitalized terms used herein without definition are used as defined in the Credit Agreement.
- 2. <u>Release of Security Interest.</u> The Secured Party hereby (i) terminates the Collateral Assignment, and (ii) terminates, releases, discharges and cancels any and all security interest in and liens pursuant to the Security Agreement and Collateral Assignment, including on the following Collateral of the Grantor (collectively, the "<u>Trademark Collateral</u>"):

all of the Trademarks set forth in Exhibit A

3. <u>Reassignment</u>. The Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Grantor, all of the Grantor's right, title and interest in and to the Trademark Collateral.

[SIGNATURE ON THE FOLLOWING PAGE]

TRADEMARK REEL: 007766 FRAME: 0623

IN WITNESS WHEREOF, the Secured Party has executed this Release by its duly authorized officer as of the date first written above.

## U.S. BANK NATIONAL ASSOCIATION

Name Geoff Billingsle

Title: Vice President

# EXHIBIT A

# **United States Trademarks:**

**RECORDED: 06/30/2022** 

<u>Mark</u>	Reg. No.	Reg. Date	Country
Cosmovative	5287754	9/12/17	U.S.A.
Cosmovation	5287466	9/12/17	U.S.A.

Exhibit A

TRADEMARK REEL: 007766 FRAME: 0625