OP \$165.00 2127279

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM742752

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sumitomo Mitsui Banking Corporation		07/21/2022	Corporation: JAPAN

RECEIVING PARTY DATA

Name:	John Masters Organics, Inc.
Street Address:	95 3RD ST
Internal Address:	SUITE 256
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2127279	JOHN MASTERS
Registration Number:	3475409	JOHN MASTERS ORGANICS
Registration Number:	4077276	LIP CALM
Registration Number:	2114300	SUPER NATURAL BEAUTY
Registration Number:	5154614	JOHN MASTERS
Registration Number:	5179744	JOHN MASTERS ORGANICS

CORRESPONDENCE DATA

Fax Number: 2129573939

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: 2122583333

Email: ryo_okubo@noandt.com

Correspondent Name: RYO OKUBO

Address Line 1: 450 Lexington Avenue

Address Line 2: Suite 3700

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Ryo Okubo
SIGNATURE:	/Ryo Okubo/

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Total Attachments: 5 source=Release of Trademark Security Interest (executed) 07212022#page1.tif source=Release of Trademark Security Interest (executed) 07212022#page2.tif source=Release of Trademark Security Interest (executed) 07212022#page3.tif source=Release of Trademark Security Interest (executed) 07212022#page4.tif source=Release of Trademark Security Interest (executed) 07212022#page5.tif

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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") dated as of July 21st, 2022 and made by Sumitomo Mitsui Banking Corporation (the "Agent"), in its capacity as agent for itself and the Secured Parties (as defined in the Facilities Agreement referred to below), in favor of John Masters Organics, Inc. (the "Grantor") and its successors, assigns and legal representatives.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Facilities Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), dated as of June 30, 2016, by and between JMO Holdings Limited (f.k.a. Solare Holdings Limited), as the Parent, John Masters Organic Group, Inc. (f.k.a. Styla International Co., Ltd.), as the Borrower, John Masters Organics International Limited (f.k.a. Solare Subsidiary Limited), as a guarantor, Luxlemans S.À R. L., as Holdco, Sumitomo Mitsui Banking Corporation and Sumitomo Mitsui Trust Bank, Limited, as Arrangers, the lenders party thereto and Sumitomo Mitsui Banking Corporation, as Agent, the lenders have severally agreed to make extensions of credit and other accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to that certain General Security Agreement, dated as of August 29, 2016, in favor of the Agent (as amended, restated, supplemented, reaffirmed, ratified, and otherwise modified, the "General Security Agreement"), pursuant to which the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property (as defined therein) and the Grantor executed and delivered certain Trademark Security Agreement dated as of August 29, 2016 (the "Trademark Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademarks (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5942, Frame 0021 on December 7, 2016; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the Secured Parties may have in the Trademarks pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby states as follows:

1. Release of Security Interest. The Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all liens and security interests that it has pursuant to the Security Agreements on and in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademarks"):

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- (a) all trademarks, trademark registrations, tradenames and trademark applications of the Grantor, which, in each case, are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof;
- (b) (i) all reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriation, dilution, violation or other impairment thereof, (iii) the right to sue for past, present and future infringements, misappropriation, dilution, violation or other impairment thereof, and (iv) all rights corresponding thereto throughout the world; and
- (c) all goodwill of the business connected with the use of, and symbolized by, any of the foregoing.
- 2. <u>Further Assurances</u>. The Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. <u>Counterparts</u>. This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4. <u>Governing Law</u>. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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

Sumitomo Mitsui Banking Corporation
as Agent
Ву:
Name:
Title:
Address for Notices:

Agreed to and accepted this 21st day of July, 2022:

John Masters Organics, Inc.

as Grantor

By: ___/_//

Name: Yoshimune Noda

Title: President

Address for Notices:

1-6-13 Ohashi, STUMPS IKEJIRI OHASHI 2F

Meguro, Tokyo, 153-0044, JAPAN

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

Sumitomo Mitsui Banking Corporation as Agent

By: *244 G. 46*

Name: Takashi Nishikawa Title: General Manager

Address for Notices: 1-1-2, Marunouchi, Chiyoda-ku Tokyo 100-0005, Japan

Agreed to and accepted this day 2022:	O
John Masters Organics, Inc.	
as Grantor	
Вух	
Name:	
Title:	
Address for Notices:	

SCHEDULE A

TRADEMARKS

TRADEMARK NAME (MARK TYPE/CLASSES)	CASE NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
JOHN MASTERS (Service Mark/ 42 Int.)	159T036	2,127,279	January 6, 1998
JOHN MASTERS ORGANICS (Trademark/ 03 Int., 21 Int.)	159Т001-В	3,475,409	July 29, 2008
LIP CALM (Trademark/03 Int.)	159T028	4,077,276	December 27, 2011
SUPER NATURAL BEAUTY (Trademark/-)	159T042	2,114,300	November 18, 1997
JOHN MASTERS (Trademark. Service Mark/ 03 Int, 35 Int)	159T057	5154614	March 7, 2017
JOHN MASTERS ORGANICS (Trademark. Service Mark/ 03 Int, 35 Int)	159T058	5179744	April 11, 2017

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