

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		09/30/2022	Limited Liability Company: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	6064902	JUUL	
Registration Number:	6259092	RACS	
Registration Number:	6504904	JUUL C1	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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:	09/30/2022		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL

This Release of Security Interest in Certain Trademark Collateral is made and effective as of September 30, 2022 by CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined hereinafter) (in such capacity, the “Agent”) in favor of JUUL LABS, INC., a Delaware corporation, the Grantor party to the Trademark Security Agreement (as defined hereinafter) (the “Grantor”). Capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, as applicable.

WHEREAS, reference is hereby made to that certain Credit Agreement, dated as of August 2, 2019 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the “Credit Agreement”) by and among the Grantor, the Lenders (as defined in the Credit Agreement) from time to time party thereto, and the Agent; and

WHEREAS, pursuant to (i) that certain Guarantee and Security Agreement dated as of August 2, 2019 (as amended, modified, renewed, extended or amended, restated, or replaced from time to time, the “Security Agreement”), by and among the Grantor and certain other grantors from time to time party thereto and the Agent; and (ii) that certain Trademark Security Agreement dated as of August 6, 2020 (as amended, modified or amended and restated from time to time, the “Trademark Security Agreement”), by the Grantor in favor of the Agent and recorded in the United States Patent and Trademark Office on August 6, 2020, at Trademark Reel and Frame No. 7016/0586, Grantor granted to the Agent for the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent (in its capacity as such on behalf of the Secured Parties) hereby agrees as follows:

1. **Trademark Collateral**. As used herein, “Trademark Collateral” means the following property, in each case whether existing as of the effective date of the Security Agreement or Trademark Security Agreement or arising thereafter or in which the Grantor then had or thereafter owned, acquired or developed an interest and wherever located; provided, however, that the foregoing shall not include any Excluded Assets (as defined in the Security Agreement):

a. all registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers (including such federal United States registered and applied-for trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers) in each case that are set forth in Schedule A hereto; and

b. all renewals and extensions thereof; and

c. the goodwill of the Grantor's business symbolized by the foregoing or connected therewith.

2. Release of Security Interest. The Agent, without representation or warranty of any kind, hereby (i) (a) terminates, discharges, cancels and releases all of its continuing security interest in and lien on all of the Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement, (b) re-transfers, re-conveys and re-assigns to Grantor, as applicable, any and all right, title and interest that the Agent or any Secured Party may have in or to the Trademark Collateral, and (c) acknowledges and agrees that it and the Secured Parties have no further interests in such Trademark Collateral and that each Grantor is hereby released from the Trademark Security Agreement, (ii) agrees that it shall, at the sole cost and expense of such Grantor, execute all other documents and do all other acts reasonably requested by such Grantor to effect the release of such rights to such Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record this Release of Security Interest in Certain Trademark Collateral and any other filings necessary to evidence the release and termination of the Agent's rights under the Trademark Collateral.

3. Governing Law. THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

4. Miscellaneous. This Release of Security Interest in Certain Trademark Collateral may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Certain Trademark Collateral as of the day and year first above written.

**CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent**

By: 
Name: _____
Title: Matthew Trybula
Associate Counsel

[Signature Page to Release of Security Interest in Certain Trademark Collateral]

APPENDIX A

TRADEMARK COLLATERAL

Registered U.S. Trademarks of the Grantor

Registration No.	Registration Date	Filing Date	Owner	Mark
6064902	26-May-2020	24-Oct-17	JUUL Labs, Inc.	JUUL (Stylized) in Hexagon Design
6259092 (App. No. 88568223)	2-Feb-2021	6-Aug-19	JUUL Labs, Inc.	RACS Design
6504904 (App. No. 88524986)	5-Oct-2021	19-Jul-19	JUUL Labs, Inc.	JUUL C1

Appendix A to Release of Security Interest in Certain Trademark Collateral