

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC, as Administrative Agent		11/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Elevate Brands OpCo LLC		
Street Address:	815 Brazos Street		
Internal Address:	Suite 900		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6303976	SUN NINJA	
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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Solomon Leung		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	S. Leung - 43535.0003		
NAME OF SUBMITTER:	Solomon Leung		
SIGNATURE:	/Solomon Leung/		
DATE SIGNED:	11/23/2022		
Total Attachments: 4			
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**PARTIAL RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release"), is entered into as of November 23, 2022 by ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities and together with its successors and assigns, the "Administrative Agent"), in connection with the grant of security interests in certain trademarks by Elevate Brands OpCo LLC, a Delaware limited liability company (the "Grantor"), in favor of the Administrative Agent. Capitalized terms used in this Release and not otherwise defined herein shall have the meanings set forth in that certain Pledge and Security Agreement, dated as of March 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantor, the other Loan Parties party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, the Grantor entered into that certain Intellectual Property Security Agreement (the "Intellectual Property Security Agreement") dated as of March 14, 2022, entered into by the Grantor and the other Loan Parties party thereto in favor of the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in the Specified Trademark Collateral (as defined below);

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on March 15, 2022 at Reel 7660, Frame 0780;

WHEREAS, at the request of the Grantor, the Administrative Agent now desires to terminate and release the entirety of its Liens on and security interests solely in the Specified Trademark Collateral; and

WHEREAS, all rights and interests in the Specified Trademark Collateral will revert to the Grantor upon the recordation of this Release with the USPTO.

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

1. Definitions. The term "Specified Trademark Collateral", as used herein, means (a) the Trademark registration in the USPTO listed on Schedule A hereto (the "Specified Trademark") and (b) all proceeds of the foregoing, other than any proceeds received upon the sale or transfer of the Specified Trademark Collateral by the Grantor or any other Loan Party.

2. Release of Security Interest. The Administrative Agent hereby (a) terminates, cancels, releases and discharges all of its Liens on and security interests in, in each case, solely the Specified Trademark Collateral without representation, warranty or recourse of any kind or nature, and (b) reassigns any right, title and interest it may have, to and under the Specified Trademark Collateral to the Grantor.

3. Further Assurances. The Administrative Agent hereby authorizes the Grantor or any of its designees to record this Release with the USPTO and any other offices as may be necessary to carry out the intention of this Release and, to the extent applicable, the Administrative Agent authorizes and requests that the USPTO record this Release. It is understood and agreed that this Release does not create any further obligations on the part of the Administrative Agent other than as expressly set forth herein.

4. No Waiver, Consent or Amendment. This Release shall not be construed as a release of any Liens on or security interests in any collateral or the termination of any guarantee under the Loan Documents, other than the release of the Specified Trademark Collateral to the Grantor as expressly specified above.

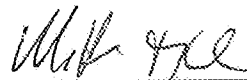
5. Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. Miscellaneous. SECTION 7.17, SECTION 7.18, SECTION 7.20 AND ARTICLE 9 OF THE SECURITY AGREEMENT ARE HEREBY INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN, *MUTATIS MUTANDIS*.

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

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE A

Registered Trademark:

Owner Name	Trademark	Registration Date	Registration Number
Elevate Brands OpCo LLC (f/k/a Recom Brands LLC)	SUN NINJA	3/30/2021	6303976