

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIPER SANDLER FINANCE, LLC		12/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goody Products, Inc.		
Street Address:	1000 Abernathy Road 400 Northpark, Suite 325		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1146091	SOLANO	
Registration Number:	3912821		
Serial Number:	88590778	SOLANO VERO	
Serial Number:	88590783	SOLANO FORZA	
Serial Number:	88590787	SOLANO MODA	
Serial Number:	88590789	SOLANO VERO ROSSO	
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:	2026638918		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	1200 Seventeenth Street, NW		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	063486-0000003		
NAME OF SUBMITTER:	Patrick J. Jennings		
SIGNATURE:	/Pat Jennings/		
DATE SIGNED:	01/25/2023		

CH \$165.00 1146091

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 December 30, 2022 by PIPER SANDLER FINANCE, LLC, as collateral agent (in such capacity and together with its successors and assigns, the “Collateral Agent”), in connection with the grant of security interests in certain trademarks by GOODY PRODUCTS, INC., a Delaware corporation (the “Grantor”), in favor of the Collateral 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 October 9, 2020 (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 Collateral Agent.

WITNESSETH:

WHEREAS, the Grantor entered into that certain Trademark Security Agreement dated as of October 9, 2020 (the “2020 Trademark Security Agreement”), entered into by the Grantor and the other Loan Parties party thereto in favor of the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in certain of the Specified Trademark Collateral (as defined below);

WHEREAS, the Grantor entered into that certain Trademark Security Agreement dated as of August 15, 2022 (the “2022 Trademark Security Agreement”), entered into by the Grantor and the other Loan Parties party thereto in favor of the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in certain of the Specified Trademark Collateral;

WHEREAS, the 2020 Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on October 9, 2020 at Reel 7077, Frame 0519;

WHEREAS, the 2022 Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on August 15, 2022 at Reel 7823, Frame 0205;

WHEREAS, at the request of the Grantor, the Collateral 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 execution of this Release.

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

1. **Definitions.** The term “Specified Trademark Collateral”, as used herein, means the Trademark registrations in the USPTO listed on Schedule A hereto.

2. **Release of Security Interest.** The Collateral Agent hereby terminates, cancels, releases and discharges all of its Liens and security interests, in each case, solely in the Specified Trademark Collateral without representation, warranty or recourse of any kind or nature. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Specified Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Further Assurances. The Collateral 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 Collateral Agent authorizes and requests that the USPTO record this Release. The Collateral Agent shall have no further obligations other than those set forth in this Release.

4. No Waiver, Consent or Amendment. This Release shall not be construed as a release of any Liens in or security interests on any collateral or the termination of any guarantee under the Loan Documents, other than the release of Liens in the Specified Trademark Collateral 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 10, SECTION 13(i), SECTION 13(j) AND SECTION 13(m) 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.

PIPER SANDLER FINANCE, LLC,
as Collateral Agent

By:  _____
Name: Len Sheer
Title: President

SCHEDULE A

Registered Trademarks:

Owner Name	Trademark	Application Number	Registration Number
Goody Products, Inc.	SOLANO	73/219,508	1,146,091
Goody Products, Inc.	SOLANO SHIELD DESIGN 	77/837,416	3,912,821
Goody Products, Inc.	SOLANO VERO	88590778	pending
Goody Products, Inc.	SOLANO FORZA	88590783	pending
Goody Products, Inc.	SOLANO MODA	88590787	pending
Goody Products, Inc.	SOLANO VERO ROSSO	88590789	pending
Goody Products, Inc.	SOLANO VERO	88590778	6348996
Goody Products, Inc.	SOLANO FORZA	88590783	6348998
Goody Products, Inc.	SOLANO MODA	88590787	6348999
Goody Products, Inc.	SOLANO VERO ROSSO	88590789	6349000