OP \$1740.00 1936861

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM786540

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Credit, Inc.		07/12/2021	Corporation:
Wells Fargo Bank, National Association		07/12/2021	national association (N.A.):

RECEIVING PARTY DATA

Name:	Tishcon Corporation
Street Address:	50 Sylvester Street
City:	Westbury
State/Country:	NEW YORK
Postal Code:	11590
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 69

Property Type	Number		Word Mark
Registration Number:	1936861	ACCU-BLEND	
Registration Number:	1929691	ACCU-MIX	
Registration Number:	1574323	APPESTATIN	
Registration Number:	1633336	BEATS BUTTER	
Registration Number:	1670409	BEATS SALT	
Registration Number:	1669618	BEATS SUGAR	
Registration Number:	1932975	BREATH CLEAN	
Registration Number:	1599156	CELLULAX	
Registration Number:	1923271	CITY-VITES	
Registration Number:	1701388	COMPETITOR	
Registration Number:	1822280	COMPLAVITES	
Registration Number:	1570618	DERMAGEN	
Registration Number:	1746736	DYNAMO	
Registration Number:	1822279	ENERZEST	
Registration Number:	1701389	ETERNAL HEALTH	
Registration Number:	1693951	EVACUCIL	
Registration Number:	1574325	EVACULAX	
Registration Number:	1556509	EXCELAMINS	
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TRADEMARK REEL: 007968 FRAME: 0621

Property Type	Number	Word Mark
Registration Number:	1819662	RENO-FLUSH
Registration Number:	1652883	REV-ALERT
Registration Number:	1790100	SOFTSULES
Registration Number:	1629798	SOFULACE-NA
Registration Number:	1695733	SOLUTEC
Registration Number:	1740799	STA-FIT
Registration Number:	1570619	STAN-O-GEN
Registration Number:	1622002	STIMULACE
Registration Number:	1652884	STIMULERT
Registration Number:	1693949	TASTY-SLIM
Registration Number:	1828026	THUMB'S UP
Registration Number:	1824873	TUFF 'N' GREAT
Registration Number:	1822281	TUFF-ONE

CORRESPONDENCE DATA

Fax Number:

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: 914-821-3090

Email: tmdocket@leasonellis.com

Correspondent Name: Matthew Frisbee
Address Line 1: 1 Barker Avenue

Address Line 4: White Plains, NEW YORK 10601

NAME OF SUBMITTER:	Nicholas E. Forgione
SIGNATURE:	/Nicholas E. Forgione/
DATE SIGNED:	02/13/2023

Total Attachments: 11

source=Wells Fargo payoff letter (redacted) and UCC termination#page1.tif source=Wells Fargo payoff letter (redacted) and UCC termination#page2.tif source=Wells Fargo payoff letter (redacted) and UCC termination#page3.tif source=Wells Fargo payoff letter (redacted) and UCC termination#page4.tif source=Wells Fargo payoff letter (redacted) and UCC termination#page5.tif source=Wells Fargo payoff letter (redacted) and UCC termination#page6.tif source=Wells Fargo payoff letter (redacted) and UCC termination#page7.tif source=Wells Fargo payoff letter (redacted) and UCC termination#page8.tif source=Wells Fargo payoff letter (redacted) and UCC termination#page9.tif source=Wells Fargo payoff letter (redacted) and UCC termination#page10.tif source=Wells Fargo payoff letter (redacted) and UCC termination#page11.tif

TRADEMARK REEL: 007968 FRAME: 0622

Wells Fargo Capital Finance

100 Park Avenue, 14th Floor New York, NY 10017

July 12, 2021

Tishcon Corporation (the "Company") 30 New York Avenue Westbury, NY 11590

Re: Request of Company for payoff of Amended and Restated Credit and Security Agreement dated January 18, 2013 (as amended, the "Credit Agreement")

Ladies and Gentlemen:

You have requested that Wells Fargo Bank, National Association ("Wells Fargo"), accept payment in full of all Obligations of Company under the Credit Agreement that is due and payable as of July 15, 2021 (the "Payoff Date"), and terminate each credit facility extended to Company thereunder as well as Wells Fargo's Security Interest in Company's Collateral. Capitalized terms not otherwise defined in this letter shall have the meaning set forth in the Credit Agreement.

CONDITIONS TO TERMINATION OF CREDIT AGREEMENT AND SECURITY INTEREST

In order to meet your request, Wells Fargo must receive the following no later than the Payoff Date, delivery of the following:

- (i) immediately available funds in the amount of Amount"), representing all unpaid principal, interest, fees, costs and expenses under the Credit Agreement, as well as the Reserve, as fully set forth on attached Exhibit A; and
- (ii) a fully executed counterpart to this letter.

TERMINATION OF CREDIT AGREEMENT AND SECURITY INTEREST

Upon receipt of the foregoing,

1. Wells Fargo shall release, terminate and satisfy its Security Interest in the Collateral, and execute and deliver such releases, termination statements or directions to terminate as Company may reasonably request, which must be prepared and filed by Company at

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TRADEMARK
.....REEL: 007968 FRAME: 0623

Company's sole cost and expense.

- 2. Company is authorized by Wells Fargo to file UCC termination statements to terminate Wells Fargo's Security Interest in Company's personal property Collateral.
- 3. The Credit Agreement, the Loan Documents, and each credit facility extended by Wells Fargo thereunder shall be terminated and the obligations of each party thereunder shall cease to be of any further force or effect; provided, however, that all provisions of the Credit Agreement and the other Loan Documents which by their terms survive termination of the Credit Agreement and the Loan Documents, including, without limitation, the Company's obligation to repay all Obligations under the Credit Agreement and Company's obligation to pay Wells Fargo's continuing costs and expenses and to indemnify and hold Wells Fargo harmless, shall survive and not be deemed terminated, but shall remain in full force and effect, and provided further that Guarantor's obligations under the Guaranty shall continue for 375 days from the Payoff Date, which period shall be extended in the event the Borrower or any successor to the Borrower shall become a debtor in bankruptcy prior to such date.

Company hereby (i) agrees that Wells Fargo shall retain the amount of (the "Reserve") and (ii) pledges and assign to Wells Fargo, and grant to Wells Fargo a continuing security interest in and lien upon, all of Company's right, title and interest in and to the Reserve. The Reserve shall (x) at all times be held by Wells Fargo or Wells Fargo's designee, (y) at all times be under Wells Fargo's dominion and control and (z) be non-interest bearing. Wells Fargo may at any time and from time to time, and without notice to the Company or to any other party (any such notice being hereby expressly waived) set off, charge and/or apply all of the Reserve against and on account of any obligations owing to Wells Fargo by the Company as they come due. Any balance of said Reserve remaining after ninety (90) days have elapsed from the date the Deposit Accounts (as defined below) are terminated shall be returned to the Company.

PAYMENT OF PAYOFF AMOUNTS AND ADJUSTMENTS

The Payoff Amount should be sent as follows:

See Wire Instructions Provided in a Separate Attachment

In the event that Wells Fargo does not receive the Payoff Amount in immediately available funds no later than 2:00 p.m. EST on the Payoff Date, an additional per diem charge of \$\frac{\$447.34}{2}\$ shall be added to the Payoff Amount. The Payoff Amount is subject to adjustment in the event that any checks, instruments, and payment orders deposited to any of Company's accounts are returned for insufficient funds or have not been processed or because of errors in computation or other clerical or computer errors, or for any other reason.

If, by reason of adjustments made no more than ninety (90) days after the Payoff Date, additional amounts are found to be due and owing to Wells Fargo, you agree to promptly

-2-

reimburse Wells Fargo for such additional indebtedness. Our demand for such payment shall be conclusive upon you and Wells Fargo shall not be obligated to make demand for payment upon any other indemnitor. This letter shall be effective from the Payoff Date through and including October 15, 2021, after which date it shall be null and void if the Payoff Amount is not received by such date.

CONTINUATION OF DEPOSIT ACCOUNTS AND TREASURY MANAGEMENT PRODUCTS

Notwithstanding anything to the contrary in this letter, Company has requested, and Wells Fargo hereby agrees, that Wells Fargo will continue to offer Company, on an interim basis only, depository account services ("Deposit Accounts") and treasury management products ("Treasury Management Products") pursuant to the terms of the Commercial Account Agreement and Master Agreement for Treasury Services and any other agreements for banking services that are currently in existence between Wells Fargo and Company.

Company agrees to close the Deposit Accounts and terminate its Treasury Management Products with Wells Fargo within three (3) months of the date of this letter; provided, however, that Wells Fargo reserves the right to close the Deposit Accounts and terminate all Treasury Management Products at any time in its discretion in accordance with its normal policies and procedures.

Company further agrees that Wells Fargo has no obligation to consider requests for overdraft advances with respect to the Deposit Accounts, and that checks, instruments, and payment orders drawn thereon will be honored only to the extent that sufficient available funds are deposited therein at the time that any such checks, instruments, and payment orders are presented for payment. In addition to and not in limitation of any and all rights of offset that Wells Fargo may have under applicable law, Wells Fargo has a security interest in all Deposits Accounts that Company maintains with Wells Fargo and any monies or cash in Wells Fargo's possession (including, but not limited to, the Reserve), and may apply same to the payment of all Obligations, as well as any unpaid fees, costs or expenses owing by Company to Wells Fargo.

Notwithstanding anything to the contrary in this letter, Wells Fargo also reserves all of its rights with respect to any checks, instruments, and payment orders received by it in connection with the Deposit Accounts. Company and Guarantors, acknowledge and agree that Wells Fargo may not have yet received full and final credit for all checks, instruments, and payment orders deposited by us for collection, which may nevertheless have been credited to Company in the computation of the Payoff Amount. Company and Guarantors jointly and severally agree to promptly indemnify and hold Wells Fargo harmless for and from any losses arising from Wells Fargo's failure or inability to collect the full face amount of any such checks, instruments, and payment orders payable to Company, including without limitation, all usual bank charges and direct costs and expenses relating to same which have been credited to any of Company's credit facilities under the Credit Agreement or to its deposit accounts.

Company, Guarantors, and their respective successors, assigns and other legal representatives, hereby release, remise, acquit and forever discharge Wells Fargo and Wells

-3-

Fargo's subsidiary corporations, parent corporations, and related corporate divisions and its and their respective employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any manner or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution hereof, and in any way directly or indirectly arising out of or in any way connected to the Loan Agreement or the other loan documents, including but not limited to, claims relating to any settlement negotiations (all of the foregoing hereinafter called the "Released Matters"). Company and Guarantors acknowledge that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters. Company and Guarantors represent and warrant to Wells Fargo that they have not purported to transfer, assign or otherwise convey any right, title or interest of the Company or Guarantors in any Released Matter to any other Person and that the foregoing constitutes a full and complete release of all Released Matters.

Company and Guarantors understand, acknowledge and agree that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

Company and Guarantors agree that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final and unconditional nature of the release set forth above.

Company, Guarantors and their successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenant and agree with each of the Released Parties that they will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Party on the basis of any Released Matter released, remised and discharged by the Company pursuant to this letter. If the Company or Guarantor violate the foregoing covenant they each agree to pay, in addition to such other damages as any Released Party may sustain as a result of such violation, all attorneys' fees and costs incurred by any Released Party as a result of such violation.

It is understood and agreed that our cancellation and termination of the Credit Agreement, and the Security Interest of Wells Fargo in the Collateral of Company, is being undertaken in consideration of and in reliance upon the agreement of Company and the Replacement Lender to indemnify Wells Fargo as provided in this letter. After satisfaction of all of Company's obligations to Wells Fargo, we shall remit to you any proceeds or items that we subsequently receive in connection with Company's Collateral, but we shall be under no obligation to further pursue any collection and/or exercise any remedies respecting any such collateral, other than delivering it to you, endorsed or assigned, as necessary, without recourse to Wells Fargo.

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This letter may be signed and exchanged in counterparts, all of which when taken together shall constitute one and the same agreement. Signature by facsimile will also bind the parties to this letter.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:

Kristin Radeva, Authorized Signatory

ACKNOWLEDGED AND AGREED TO:

TISHCON CORPORATION

-5-



STATE OF NEW YORK DEPARTMENT OF STATE ONE COMMERCE PLAZA, 99 WASHINGTON AVENUE ALBANY, NY 12231-0001

KATHY HOCHUL GOYERNOR ROSSANA ROSADO SECRETARY OF STATE

FILING ACKNOWLEDGMENT

August 26, 2021

RETURN TO CUSTOMER SERVICE COUNTER

CORPORATION SERVICE COMPANY 80 STATE STREET, 6TH FLOOR ALBANY NY 12207-0000

Attached is the acknowledgment copy of your recently submitted filing. This filing consists of a total of one page, which is represented in this acknowledgment. This document has been filed with the New York State Department of State, Uniform Commercial Code Division.

The Financing Statement Amendment (Termination) has been assigned Filing Number: 202108100293026, Filing Date: 08/10/2021. This document has been appended to initial Financing Statement Filing Number: 057360, which was filed on 03/21/1996.

If you have any concerns regarding the way this document is recorded, please contact one of our Customer Service Representatives at (518) 473-2492, or respond in writing to the UCC Data Processing Unit at the address indicated above.

Sincerely,

Uniform Commercial Code Division Data Processing Unit

REF#: 211967

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FILING NUMBER: 202108100293026



STATE OF NEW YORK DEPARTMENT OF STATE ONE COMMERCE PLAZA, 99 WASHINGTON AVENUE ALBANY, NY 12231-0001

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KATHY HOCHUL Governor ROSSANA ROSADO SECRETARY OF STATE

FILING ACKNOWLEDGMENT

August 26, 2021

RETURN TO CUSTOMER SERVICE COUNTER

CORPORATION SERVICE COMPANY 80 STATE STREET, 6TH FLOOR ALBANY NY 12207-0000

Attached is the acknowledgment copy of your recently submitted filing. This filing consists of a total of one page, which is represented in this acknowledgment. This document has been filed with the New York State Department of State, Uniform Commercial Code Division.

The Financing Statement Amendment (Termination) has been assigned Filing Number: 202108100293002, Filing Date: 08/10/2021. This document has been appended to initial Financing Statement Filing Number: 200601030005090, which was filed on 01/03/2006.

If you have any concerns regarding the way this document is recorded, please contact one of our Customer Service Representatives at (518) 473-2492, or respond in writing to the UCC Data Processing Unit at the address indicated above.

Sincerely,

Uniform Commercial Code Division Data Processing Unit

REF#: 211965

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FILING NUMBER: 202108100293002

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adds collateral or adds the authorizing Debtor, or if this is a Termination authorize \$2. OF CANIZATION'S NAME Wells Faron Rank, National Association	zed by a Debtor, check hare and enter name o	of DEBTOR authorizing this Amendment

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, Debtors:	TISHCO	N CORP.		30 NEW YORK AVENUE, W 11590-0000, US.		JRY, NY
Secured Party Names:	Party WELLS FARGO CREDIT, INC.		119 WEST 40TH STREET, N 10018-0000, US)RK, NY	
	WELLS ASSOCI		ANK, NATIONAL	100 PARK AVENUE, NEW YOURSA	ORK, P	VY 10017,
			LuperPete		Page	i i i i i i i i i i i i i i i i i i i
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