

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM789473

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Enhanced Capital Connecticut Fund I, LLC		09/22/2017	Limited Liability Company: CONNECTICUT
Enhanced Capital Connecticut Fund II, LLC		09/22/2017	Limited Liability Company: CONNECTICUT
Enhanced Capital Connecticut Fund III, LLC		09/22/2017	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cell-nique Corporation d/b/a Healthy Brands Collective Corporation		
<b>Street Address:</b>	22 Hamilton Way		
<b>City:</b>	Castleton		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12033		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3779461	YUMNUTS	
<b>Registration Number:</b>	3905768	YUMNUTS	
<b>Registration Number:</b>	3166242	CHERRYBROOK KITCHEN	
<b>Registration Number:</b>	3347209	GLUTEN FREE DREAMS	
<b>Registration Number:</b>	3201855	CELL-NIQUE	
<b>Registration Number:</b>	3722291	FUNKY MONKEY	
<b>Registration Number:</b>	3454734	GO GREENS	
<b>Registration Number:</b>	3463339	HEALTHY TO GO	
<b>Registration Number:</b>	3261810	LIVING HARVEST	
<b>Registration Number:</b>	3391657	LIVING HARVEST	
<b>Registration Number:</b>	4235470	SMOOTHIE COMPLETE	
<b>Registration Number:</b>	5908688	THE EPIC SEED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$315.00 3779461

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 612-492-7810  
**Email:** rgin@fredlaw.com  
**Correspondent Name:** Rebecca Gin, Fredrikson & Byron, P.A.  
**Address Line 1:** 200 South Sixth Street  
**Address Line 2:** Suite 4000  
**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	089143.0008
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<b>NAME OF SUBMITTER:</b>	Rebecca Gin
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<b>SIGNATURE:</b>	/Rebecca Gin/
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<b>DATE SIGNED:</b>	02/24/2023
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**Total Attachments: 3**

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## Release of Trademark Security Interest

This Release of Trademark Security Interest ("Release") is made and effective as of September 22, 2017 and granted by Enhanced Capital Connecticut Fund I, LLC, a Connecticut limited liability company ("ECCF I"), Enhanced Capital Connecticut Fund II, LLC, a Connecticut limited liability company ("ECCF II"), and Enhanced Capital Connecticut Fund III, LLC, a Connecticut limited liability company ("ECCF III") (the "Collateral Agent"), as collateral agent for the secured parties under the Loan Agreement referred to below (the "Secured Parties"), in favor of Cell-nique Corporation d/b/a Healthy Brands Collective Corporation, a Delaware corporation (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to the Loan and Security Agreement dated as of August 7, 2013 and amended on November 18, 2015 (the "Loan Agreement") among the Grantor Cell-nique Corporation d/b/a Healthy Brands Collective Corporation, the Collateral Agent and the lenders party thereto, the Grantor executed and delivered to the Collateral Agent the Trademark Security Agreement by and among the Grantor and the Collateral Agent dated as of August 7, 2013, as amended an in effect from time to time (the "Trademark Security Agreement" and, together with the Loan Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Collateral 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 Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005089, Frame 0677 on August 12, 2013; and

WHEREAS, the Grantor has requested that the Collateral 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 Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. Collateral 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 security interests that it has pursuant to the Security Agreements 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 "Trademark Collateral"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Collateral 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. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

Enhanced Capital Connecticut Fund I, LLC  
Enhanced Capital Connecticut Fund II, LLC  
Enhanced Capital Connecticut Fund III, LLC  
as Collateral Agent

By: Mark Slusar

Name: ~~Elizabeth B. Koster~~ Mark Slusar

Title: Managing Director

Address for Notices:

300 Main St, 7th Floor  
Stamford CT 06901

ACKNOWLEDGED AND  
AGREED

Cell-nique Corporation d/b/a  
Healthy Brands Collective  
Corporation

By: Dan Rakow

Name: Dan Rakow

Title: President

SCHEDULE I  
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
YUMNUTS	U.S.	3779461	04/20/2010
YUMNUTS	U.S.	3905768	01/11/2011
CHERRYBROOK KITCHEN	U.S.	3166242	10/31/2006
GLUTEN FREE DREAMS	U.S.	3347209	12/04/2007
CELL-NIQUE	U.S.	3201855	01/23/2007
FUNKY MONKEY	U.S.	3722291	12/08/2009
GO GREENS	U.S.	3454734	06/24/2008
HEALTHY TO GO	U.S.	3463339	07/08/2008
LIVING HARVEST	U.S.	3261810	07/10/2007
LIVING HARVEST	U.S.	3391657	03/04/2008
SMOOTHIE COMPLETE	U.S.	4235470	10/30/2012
THE EPIC SEED	U.S.	5908688	11/12/2019