

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		03/14/2023	National Banking Association:
RECEIVING PARTY DATA			
Name:	Tweed Inc.		
Street Address:	1 Hershey Drive		
City:	Smith Falls		
State/Country:	ONTARIO		
Postal Code:	K7A0A8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5080224	TOKYO SMOKE	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Kyle Noreiga		
Address Line 1:	1025 Connecticut Ave., NW, STE. 712		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1935854		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	03/15/2023		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN TRADEMARKS INTELLECTUAL PROPERTY (this “Release”), dated as of March 14, 2023 (the “Effective Date”), is made by Wilmington Trust, National Association, in its capacity as collateral agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Canadian Pledge and Security Agreement, dated as of March 18, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Canadian Pledge and Security Agreement”), among the Parent Borrower, the Co-Borrower and each of the other Subsidiary Loan Parties from time to time party thereto and Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Canadian Pledge and Security Agreement, the Grantor executed and delivered a Notice of Grant of Security Interest in Trademarks, dated as of March 18, 2021 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 22, 2021 at Reel/Frame 007256/001;

WHEREAS, the Grantor notified the Collateral Agent that the Trademark Collateral has been assigned in compliance with the Credit Agreement and has requested, and the Collateral Agent has agreed, to provide this Release in order to terminate and release the Collateral Agent’s security interest solely with respect to the Released Trademark Collateral;

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

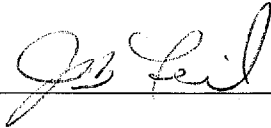
1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the 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. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent**

By: 

Name: Joseph B. Fell
Title: Vice President

GRANTOR:

TWEED INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

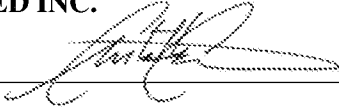
By: _____

Name:

Title:

GRANTOR:

TWEED INC.

By:  _____

Name: Christelle Gedeon

Title: Chief Legal Officer

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations and Applications:

Reel/Frame 007256/0031 (Executed March 18, 2021):

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	TWEED INC. (f/k/a TS BRANDCO INC.)	TOKYO SMOKE	86374525	8/22/2014	5080224	11/15/2016