

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel/Frame No. 7859/0480		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MIDCAP FINANCIAL TRUST, as Collateral Agent		05/17/2023	STATUTORY TRUST: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEMONADE RESTAURANT GROUP, LLC		
<b>Street Address:</b>	350 Camino De La Reina, #400		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92108		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5699630		
<b>Registration Number:</b>	5674249	LEMONADE	
<b>Registration Number:</b>	5674250	LEMONADE	
<b>Registration Number:</b>	5877309	LEMONADE STAND	
<b>Registration Number:</b>	5704474	DRINK COLORFULLY	
<b>Registration Number:</b>	5450142	FROZADE	
<b>Registration Number:</b>	5492720	EAT COLORFULLY	
<b>Registration Number:</b>	5102254	SEASONAL FOOD + REFRESHMENT	
<b>Registration Number:</b>	4986685		
<b>Registration Number:</b>	4981570		
<b>Registration Number:</b>	4529458	LEMONADE	
<b>Registration Number:</b>	4409822	LEMONADE	
<b>Registration Number:</b>	4166083	LEMONADE	
<b>Registration Number:</b>	4177238	SEASONAL SOUTHERN CALIFORNIA COMFORT FOO	
<b>Registration Number:</b>	6345983		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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

**Phone:** 617.526.9684  
**Email:** ypan@proskauer.com  
**Correspondent Name:** Yee-Chung Chen  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place  
**Address Line 4:** Boston, MASSACHUSETTS 02110-2600

<b>ATTORNEY DOCKET NUMBER:</b>	11964.488
<b>NAME OF SUBMITTER:</b>	Yee-Chung Chen
<b>SIGNATURE:</b>	/Yee-Chung Chen/
<b>DATE SIGNED:</b>	05/18/2023

**Total Attachments: 4**

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**PARTIAL TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

This PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of May 17, 2023, is made by MIDCAP FINANCIAL TRUST, as Collateral Agent (in such capacity, the "Collateral Agent") in favor of LEMONADE RESTAURANT GROUP, LLC, a Delaware limited liability company, (the "Grantor"). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of October 3, 2022 (the "Trademark Security Agreement"), by the Grantor and the other Initial Grantors party thereto in favor of the Collateral Agent for the benefit of the Secured Parties, the Grantor granted to the Collateral Agent, for the ratable benefit of certain Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in and to the Collateral (hereinafter, the "Lemonade Trademark Collateral"), including without limitation, the Trademarks identified on Schedule I attached hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 3, 2022, at Reel/Frame 7859/0480; and

WHEREAS, the Collateral Agent now desires to release the entirety of its Security Interest in the Lemonade Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Lemonade Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, the Collateral Agent agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby, on behalf of itself and the Secured Parties, terminates, cancels, releases, and discharges any and all Security Interest it may have in the Grantor's right, title, and interest in and to the Lemonade Trademark Collateral (including any Proceeds and products of such Lemonade Trademark Collateral), and the Collateral Agent, on behalf of itself and the Secured Parties, hereby re-assigns to Grantor any and all of its right, title or interest of the Collateral Agent and the Secured Parties in such Lemonade Trademark Collateral. The Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) authorizes the Grantor and its successors, assigns, designees or other legal representatives to file this Termination and Release with the United States Patent and Trademark Office to evidence and effectuate the release and termination of the Collateral Agent's and the Secured Parties' Security Interest in the Lemonade Trademark Collateral and (b) authorizes the Commissioner for Trademarks to record and register this Termination and Release. For the avoidance of doubt, this Termination and Release does not terminate or release the Collateral Agent's Security Interest on the Trademark Collateral not listed on Schedule I hereto.

2. Further Assurances. At the Grantor's sole cost and expense, the Collateral Agent agrees to execute and deliver all further releases and other documents, and to take all other actions as the Grantor may reasonably request in writing, necessary to evidence the release and termination of the Collateral Agent's and the Secured Parties' rights under the Trademark Security Agreement with respect to the Lemonade Trademark Collateral.

3. Counterparts; Facsimile or Electronic Delivery. This Termination and Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which

when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Termination and Release by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Termination and Release. The words “execution,” “signed,” “signature,” and words of like import in this Termination and Release, any document delivered pursuant hereto, or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

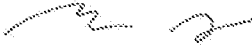
*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**MIDCAP FINANCIAL TRUST**, as Collateral Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

SCHEDULE I

Registered owner/ Grantor	Mark	Registration No. or Application No.
LEMONADE RESTAURANT GROUP, LLC	Design Only 	5699630 3/12/2019
LEMONADE RESTAURANT GROUP, LLC	LEMONADE <i>lemonade</i>	5674249 2/12/2019
LEMONADE RESTAURANT GROUP, LLC	LEMONADE	5674250 2/12/2019
LEMONADE RESTAURANT GROUP, LLC	LEMONADE STAND <i>lemonade</i>	5877309 10/8/2019
LEMONADE RESTAURANT GROUP, LLC	DRINK COLORFULLY	5704474 3/19/2019
LEMONADE RESTAURANT GROUP, LLC	FROZADE	5450142 4/17/2018
LEMONADE RESTAURANT GROUP, LLC	EAT COLORFULLY	5492720 6/12/2018
LEMONADE RESTAURANT GROUP, LLC	SEASONAL FOOD + REFRESHMENT	5102254 12/13/2016
LEMONADE RESTAURANT GROUP, LLC	Design Only 	4986685 6/28/2016
LEMONADE RESTAURANT GROUP, LLC	Design Only 	4981570 6/21/2016
LEMONADE RESTAURANT GROUP, LLC	LEMONADE	4529458 5/13/2014
LEMONADE RESTAURANT GROUP, LLC	LEMONADE <i>lemonade</i>	4409822 10/1/2013
LEMONADE RESTAURANT GROUP, LLC	LEMONADE	4166083 6/26/2012
LEMONADE RESTAURANT GROUP, LLC	SEASONAL SOUTHERN CALIFORNIA COMFORT FOOD	4177238 7/17/2012
Lemonade Restaurant Group, LLC		6345983 05/11/2021