

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as collateral agent		06/01/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NJOY, LLC		
Street Address:	9977 N. 90th Street		
Internal Address:	Suite #160		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4905962	A C	
Registration Number:	4905899	ARTIST COLLECTION	
Registration Number:	4632824	CIGARETTES, YOU'VE MET YOUR MATCH	
Registration Number:	4842637	DRAGON SCAPE	
Registration Number:	4842638	HEDON'S BITE	
Registration Number:	3427769	NJOY	
Registration Number:	4091150	NJOY	
Registration Number:	4395179	NJOY	
Registration Number:	4650214	NJOY	
Registration Number:	4752835	NJOY	
Registration Number:	4752836	NJOY	
Serial Number:	88499425	NJOY ACE	
Registration Number:	4864398	NJOY DAILY	
Registration Number:	4419653	NJOY KING	
Registration Number:	4814412	NJOY YOURSELF	
Registration Number:	4842639	PARA MOUR	

CH \$465.00 4905962

Property Type	Number	Word Mark
Registration Number:	4842640	SACRÉ COEUR
Registration Number:	4842641	SAMBA SUN

CORRESPONDENCE DATA

Fax Number: 2123108007
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.
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ATTORNEY DOCKET NUMBER:	Dax Zhang-65700.0003
NAME OF SUBMITTER:	Dax Zhang
SIGNATURE:	/Dax Zhang/
DATE SIGNED:	06/01/2023

Total Attachments: 6
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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Termination and Release"), dated as of June 1, 2023 is entered into by Wilmington Trust, National Association, as collateral agent (in such capacity, the "Agent") for the Holders (as defined in the Security Agreement referenced below) in favor of NJOY, LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used herein but not otherwise defined herein have the meanings assigned to them in the applicable IP Security Agreement (as defined below), whether directly or by reference to another agreement.

WITNESSETH:

WHEREAS, reference is made to that certain Security Agreement, dated as of December 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among NJOY Holdings, Inc., a Delaware corporation ("Holdings"), the Grantor and the Agent in connection with certain Secured Convertible Promissory Notes issued by Holdings to certain noteholders;

WHEREAS, pursuant to (i) the Security Agreement, (ii) that certain Trademark Security Agreement, dated as of December 6, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and between the Grantor and the Agent, (iii) that certain Patent Security Agreement, dated as of December 6, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2019 Patent Security Agreement") and (iv) that certain Patent Security Agreement, dated as of March 30, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "2022 Patent Security Agreement"), together with the Trademark Security Agreement and the 2019 Patent Security Agreement, the "IP Security Agreements"), by and between the Grantor and the Agent, the Grantor pledged, mortgaged, transferred and granted to the Agent, on behalf of and for the ratable benefit of the Holders, a continuing security interest (the "Security Interest") in the Trademark Collateral and Patent Collateral, including the intellectual property shown on Schedule I attached hereto and all proceeds of the foregoing;

WHEREAS, (i) a Notice of Recordation of Assignment Document was recorded with respect to the Trademark Security Agreement in the Trademark Division of the United States Patent and Trademark Office on December 10, 2019 at Reel 6812 and Frame 0396 and (ii) a Notice of Recordation of Assignment Document was recorded with respect to the 2019 Patent Security Agreement in the Patent Division of the United States Patent and Trademark Office on December 10, 2019 at Reel 051243 and Frame 0836;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral under the Trademark Security Agreement, and the Patent Collateral under the 2019 Patent Security Agreement and 2022 Patent Security Agreement (collectively, the "IP Collateral");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent, without representation, warranty or recourse, hereby (i) terminates, releases and discharges the Security Interest in the IP Collateral, (ii) terminates the IP Security Agreements

and (iii) assigns, conveys and transfers to the Grantor any and all of the rights, titles or interests of the Agent in such IP Collateral.

The Agent authorizes the Grantor and any successor to the Grantor (including any person or entity hereafter having any right, title or interest in or to the IP Collateral) to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Grantor's expense.

This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

Wilmington Trust, National Association is entering into this Termination and Release solely in its capacity as Collateral Agent under the Security Agreement, and shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent under the Security Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature page follows]

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

WILMINGTON TRUST, NATIONAL
ASSOCIATION
as Collateral Agent

By: Karen Ferry
Name: Karen Ferry
Title: Vice President

[Signature Page to IP Termination and Release]

TRADEMARK
REEL: 008089 FRAME: 0530

Schedule I

IP Collateral

TRADEMARK COLLATERAL

Mark	Application No.	Filing Date	Registration No.	Issue Date
A C and Design	86/440,186	30-Oct-14	4905962	23-Feb-16
ARTIST COLLECTION	86/412,078	1-Oct-14	4905899	23-Feb-16
CIGARETTES, YOU'VE MET YOUR MATCH	85694390	3-Aug-12	4632824	4-Nov-14
DRAGON SCAPE	86/412,091	1-Oct-14	4842637	27-Oct-15
HEDON'S BITE	86/412,103	1-Oct-14	4842638	27-Oct-15
NJOY	77125612	8-Mar-07	3427769	13-May-08
NJOY	85394927	10-Aug-11	4091150	24-Jan-12
NJOY	85785672	21-Nov-12	4395179	3-Sep-13
NJOY	86072249	23-Sep-13	4650214	2-Dec-14
NJOY	86202041	24-Feb-14	4752835	9-Jun-15
NJOY	86202066	24-Feb-14	4752836	9-Jun-15
NJOY ACE	88499425	3-Jul-19		
NJOY DAILY	86/454,450	14-Nov-14	4864398	1-Dec-15
NJOY KING	85694403	3-Aug-12	4419653	15-Oct-13
NJOY YOURSELF	86/351,559	29-Jul-14	4814412	15-Sep-15
PARA MOUR	86/412,107	1-Oct-14	4842639	27-Oct-15
SACRÉ COEUR	86/412,111	1-Oct-14	4842640	27-Oct-15
SAMBA SUN	86/412,117	1-Oct-14	4842641	27-Oct-15

PATENT COLLATERAL

Title	Application No.	Filing Date	Patent No.	Issue Date
ELECTRONIC CIGARETTE HAVING A PAPER LABEL	13/741,109	1/14/2013	US 8,905,040	12/9/2014
ELECTRONIC CIGARETTE HAVING A FLEXIBLE AND SOFT CONFIGURATION	13/744,092	1/17/2013	US 8,875,715	11/4/2014
AROMA PACK FOR AN ELECTRONIC CIGARETTE	13/744,176	1/17/2013	US 8,794,245	8/5/2014
ELECTRONIC CIGARETTE CONTAINER	13/954,593	7/30/2013	US 8,794,434	8/5/2014
ELECTRONIC CIGARETTE CONFIGURED TO SIMULATE THE NATURAL BURN OF A TRADITIONAL CIGARETTE	13/974,845	8/23/2013	US 8,931,492	1/13/2015
COMPOSITIONS, DEVICES, AND METHODS FOR NICOTINE AEROSOL DELIVERY	14/284,194	5/21/2014		
ELECTRIC CIGARETTE CONTAINER	29/440,716	12/26/2012	US D725,823	3/31/2015
PACKAGING ASSEMBLY	29/473,424	11/21/2013	US D721,577	1/27/2015
SYNTHESIS AND RESOLUTION OF NICOTINE	14/962,072	12/8/2015	US 9,809,567	11/7/2017
SYNTHESIS AND RESOLUTION OF NICOTINE	15/727,147	10/6/2017	US 10,329,271	6/25/2019
SYNTHESIS AND RESOLUTION OF NICOTINE	16/412,823	5/15/2019		
MECHANISMS FOR A VAPORIZING DEVICES	14/276,547	5/13/2014	US 9,010,335	4/21/2015
HEATING CONTROL FOR VAPORIZING DEVICE	14/832,202	8/21/2015		
VAPORIZER TANK WITH ATOMIZER	14/801,231	7/16/2015	10,039,323	8/7/2018
VAPORIZER TANK WITH ATOMIZER	16/014,751	6/21/2018		
VAPORIZOR	29/533,000	7/13/2015	US D809,190	1/30/2018
VAPORIZING DEVICE WITH POWER COMPONENT	15/203,334	7/6/2016	US 10,251,425	4/9/2019
CHARGING CASE	29/649,418	5/30/2018		
VAPORIZING DEVICE	29/694,797	6/13/2019		
VAPORIZING DEVICE	29/694,801	6/13/2019		
SINGLE-USE ELECTRONIC CIGAR	61/614,894	3/23/2012		
ELECTRONIC CIGARETTE CONTAINER	29/404,202	10/17/2011	D682,090	5/14/2013
ELECTRONIC CIGARETTE SLEEVE AND METHODS THEREOF	61/605,597	3/1/2012		
ELECTRONIC CIGARETTE CONFIGURED TO SIMULATE THE TEXTURE OF THE TOBACCO ROD AND CIGARETTE PAPER OF A	13/861,132	4/11/2013		

TRADITIONAL CIGARETTE				
ELECTRONIC CIGARETTE DISPLAY CASE	29/440,202	12/19/2012	D696,051	12/24/2013
ELECTRONIC CIGARETTE DISPLAY CASE	29/461,012	7/17/2013		
CASE FOR MULTIPLE ELECTRONIC CIGARETTES	13/896,095	5/16/2013		
	29/452,073	4/11/2013		
WIRELESS CHARGING SYSTEM FOR AN ELECTRONIC CIGARETTE	61/758,066	1/29/2013		
WIRELESS CHARGING SYSTEM FOR AN ELECTRONIC CIGARETTE	61/772,203	3/4/2013		
LIQUID DELIVERY SYSTEM FOR AN ELECTRONIC CIGARETTE	61/794,100	3/15/2013		
ELECTRONIC CIGARETTE HAVING MULTIPLE PORTS	29/455,721	5/23/2013		
WIRELESS COMMUNICATION SYSTEM FOR AN ELECTRONIC CIGARETTE	61/847,364	7/17/2013		