

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822372

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|------------------------------------|-------------------------------------|----------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WHITEHORSE CAPITAL MANAGEMENT, LLC | | 06/30/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | LENNY & LARRY'S, LLC | | |
| Street Address: | 15303 Ventura Blvd | | |
| City: | Sherman Oaks | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91403 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 16 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5066102 | BAKED NUTRITION | |
| Registration Number: | 4973312 | LENNY & LARRY'S | |
| Registration Number: | 4836537 | LENNY & LARRY'S | |
| Registration Number: | 5680845 | LENNY & LARRY'S COOKIES FOR KIDS | |
| Registration Number: | 5428841 | MAKE PROTEIN FUN! | |
| Registration Number: | 3650738 | MUSCLE BROWNIE | |
| Registration Number: | 3712822 | MUSCLE MUFFIN | |
| Registration Number: | 4996149 | THE COMPLETE BREAKFAST BAR | |
| Registration Number: | 4795096 | THE COMPLETE COOKIE | |
| Registration Number: | 5722558 | THE COMPLETE MUFFIN | |
| Serial Number: | 87873304 | FUEL YOUR FUN | |
| Serial Number: | 86617430 | MUSCLE COOKIE | |
| Serial Number: | 86614116 | THE COMPLETE BROWNIE | |
| Serial Number: | 86907085 | THE COMPLETE CHIP | |
| Serial Number: | 87356502 | THE COMPLETE GRANOLA | |
| Serial Number: | 87185701 | THE COMPLETE PROTEIN BAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124464900 | | |

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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: 2124464727
Email: hayley.smith@kirkland.com
Correspondent Name: Hayley Smith
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Ave
Address Line 4: New York, NEW YORK 10022

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| ATTORNEY DOCKET NUMBER: | 44444-3 |
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| NAME OF SUBMITTER: | Hayley Smith |
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| SIGNATURE: | /Hayley Smith/ |
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| DATE SIGNED: | 07/06/2023 |
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Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Termination and Release”), dated as of June 30, 2023, is made by **WHITEHORSE CAPITAL MANAGEMENT, LLC**, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) in favor of the Grantor (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of May 15, 2018, entered into pursuant to that certain Pledge and Security Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified from time to time), and recorded with the Trademark Division of the United States Patent and Trademark Office on May 15, 2018 at Reel/Frame 6331/0129 (the “IP Security Agreement”), LENNY & LARRY’S, LLC, a Delaware limited liability company (the “Grantor), granted to the Collateral Agent a security interest in and continuing lien on (the “Security Interest”) all of the Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (as defined therein), including but not limited to the Trademarks set forth on Schedule A hereto (the “Released Trademarks”);

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Released Trademarks;

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 Collateral Agent hereby agrees as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings set forth in the IP Security Agreement.
2. Release of Security Interest. The Collateral Agent, on behalf of the Secured Parties, without representation, warranty or recourse, hereby terminates the IP Security Agreement and terminates, releases, cancels and discharges any and all Security Interest in the Released Trademarks, and any right, title or interest of the Collateral Agent in the Released Trademarks shall hereby cease and become void, and hereby assigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent’s right, title and interest in and to the Released Trademarks.
3. Recordation. The Collateral Agent authorizes the Grantor and its agents and designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority or agency at each Grantor’s expense.
4. Further Assurances. The Collateral Agent, on behalf of the Secured Parties, further agrees to execute and deliver to the Grantor and its agents and designees any and all further documents and instruments, and do any and all further acts which either Grantor (or its agents or designees) reasonably request (at such Grantor’s expense) in order to carry out the purposes of this Termination and Release and confirm such Grantor’s right, title and interest in, to and under the Released Trademarks.
5. Choice of Law. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

[Signature page follows]

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

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

Schedule A
TRADEMARK REGISTRATIONS AND APPLICATIONS

| Trademark | Country | Application Number | Registration Number | Application Date | Registration Date | Owner |
|-----------------------------------|----------------|---------------------------|----------------------------|-------------------------|--------------------------|----------------------|
| BAKED NUTRITION | U.S. Federal | 86792731 | 5066102 | 19-OCT-2015 | 18-OCT-2016 | LENNY & LARRY'S, LLC |
| FUEL YOUR FUN | U.S. Federal | 87873304 | | 11-APR-2018 | | LENNY & LARRY'S, LLC |
| LENNY & LARRY'S | U.S. Federal | 86884111 | 4973312 | 22-JAN-2016 | 07-JUN-2016 | LENNY & LARRY'S, LLC |
| LENNY & LARRY'S | U.S. Federal | 86570227 | 4836537 | 19-MAR-2015 | 20-OCT-2015 | LENNY & LARRY'S, LLC |
| LENNY & LARRY'S, COOKIES FOR KIDS | U.S. Federal | 86597204 | 5680845 | 14-APR-2015 | 19-FEB-2019 | LENNY & LARRY'S, LLC |
| MAKE PROTEIN FUN! | U.S. Federal | 86794121 | 5428841 | 21-OCT-2015 | 20-MAR-2018 | LENNY & LARRY'S, LLC |
| MUSCLE BROWNIE | U.S. Federal | 77636457 | 3650738 | 18-DEC-2008 | 07-JUL-2009 | LENNY & LARRY'S, LLC |
| MUSCLE COOKIE | U.S. Federal | 86617430 | | 01-MAY-2015 | | LENNY & LARRY'S, LLC |
| MUSCLE MUFFIN | U.S. Federal | 77449816 | 3712822 | 16-APR-2008 | 17-NOV-2009 | LENNY & LARRY'S, LLC |
| THE COMPLETE BREAKFAST BAR | U.S. Federal | 86643192 | 4996149 | 27-MAY-2015 | 12-JUL-2016 | LENNY & LARRY'S, LLC |
| THE COMPLETE BROWNIE | U.S. Federal | 86614116 | | 29-APR-2015 | | LENNY & LARRY'S, LLC |
| THE COMPLETE CHIP | U.S. Federal | 86907085 | | 13-FEB-2016 | | LENNY & LARRY'S, LLC |
| THE COMPLETE COOKIE | U.S. Federal | 86507354 | 4795096 | 19-JAN-2015 | 18-AUG-2015 | LENNY & LARRY'S, LLC |
| THE COMPLETE GRANOLA | U.S. Federal | 87356502 | | 02-MAR-2017 | | LENNY & LARRY'S, LLC |
| THE COMPLETE MUFFIN | U.S. Federal | 86614071 | 5722558 | 29-APR-2015 | 09-APR-2019 | LENNY & LARRY'S, LLC |
| THE COMPLETE PROTEIN BAR | U.S. Federal | 87185701 | | 28-SEP-2016 | | LENNY & LARRY'S, LLC |