

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		07/14/2023	bank organized and existing under the laws of Switzerland: SWITZERLAND
RECEIVING PARTY DATA			
Name:	The Juice Plus+ Company, LLC		
Street Address:	140 Crescent Drive		
City:	Collierville		
State/Country:	TENNESSEE		
Postal Code:	38017		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4696134	BRIDGE THE GAP	
Registration Number:	4977926	INSPIRING HEALTHY LIVING AROUND THE WORL	
Registration Number:	1854442	JUICE PLUS +	
Registration Number:	2176291	JUICE PLUS+	
Registration Number:	5268808	JUICE PLUS+	
Registration Number:	5268807	JUICE PLUS+	
Registration Number:	2158471	JUICE PLUS+	
Registration Number:	2474348	JUICE PLUS+ COMPLETE	
Registration Number:	2758840	JUICE PLUS+ GARDEN BLEND	
Registration Number:	2761699	JUICE PLUS+ ORCHARD BLEND	
Registration Number:	2154665	JUICE PLUS+ THINS	
Registration Number:	4596458	JUICE PLUS+ VIRTUAL OFFICE	
Registration Number:	4529852	LIVE LIFE TO THE PLUS+	
Registration Number:	3365129	THE NEXT BEST THING TO FRUITS AND VEGETA	
Registration Number:	3298660	VINEYARD BLEND	
Registration Number:	2402849	VIRTUAL FRANCHISE	
CORRESPONDENCE DATA			

OP \$415.00 4696134

Fax Number:

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.

Email: cavika.prashad@freshfields.com

Correspondent Name: Cavika Prashad

Address Line 1: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Cavika Prashad
SIGNATURE:	/s/ Cavika Prashad
DATE SIGNED:	07/17/2023

Total Attachments: 7

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, the “Release”), dated as of July 14, 2023, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Credit Suisse AG, Cayman Islands Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement). Capitalized terms not defined herein are as defined in the Credit Agreement.

WHEREAS, reference is made to (1) that certain Credit Agreement, dated as of November 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among JP INTERMEDIATE B, LLC, a Delaware limited liability company, JP INTERMEDIATE A, LLC, a Delaware limited liability company, the lenders party thereto, the L/C Issuers party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent, Collateral Agent and L/C Issuer; and (2) the U.S. Security Agreement, dated as of November 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the Grantors (as defined therein) and the Collateral Agent.

WHEREAS, pursuant to the terms of the Security Agreement, the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and executed and delivered that certain Intellectual Property Security Agreement, dated as of November 20, 2018 (the “IP Security Agreement”) in favor of the Collateral Agent. The IP Security Agreement was recorded: (1) with the U.S. Patent and Trademark Office on November 20, 2018, at Reel: 006486, Frame: 0881; and (2) with the U.S. Copyright Office on November 23, 2018, at Volume 9965, Document 908.

WHEREAS, pursuant to that certain Payoff Letter, dated as of July 14, 2023, with the Collateral Agent, the Grantors have requested and the Collateral Agent has agreed to terminate, release and discharge fully its lien on and security interest in the Collateral (as defined in the IP Security Agreement), and the Collateral Agent has agreed to execute this Release as evidence of such release.

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

A. Release of Security. The Collateral Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse, its lien on and security interest in and to all of the right, title and interest in, to and under the Collateral, including all such intellectual property listed on Schedule A (Patents), Schedule B (Trademarks) and Schedule C (Copyrights) attached hereto.

B. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks to record this Release.

C. Execution in Counterparts. This Release may be executed in any number of 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.

D. Governing Law; Jurisdiction

1. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

2. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS RELEASE, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS RELEASE SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS RELEASE OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

[Signature page follows]

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

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent and
Collateral Agent**

By: 
Name: Gianni Russello
Title: Authorized Signatory

By: 
Name: Johannes Werner
Title: Authorized Signatory

[Signature Page to Release of Intellectual Property Security Agreement]

Schedule A

Patents

None.

Schedule B

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
BRIDGE THE GAP	5	85167309 02-NOV-2010	4696134 03-MAR-2015
INSPIRING HEALTHY LIVING AROUND THE WORLD	35	86801651 28-OCT-2015	4977926 14-JUN-2016
JUICE PLUS +	5	74460531 19-NOV-1993	1854442 20-SEP-1994
JUICE PLUS+	5	75229588 22-JAN-1997	2176291 28-JUL-1998
JUICE PLUS+	5, 29, 32	86882663 21-JAN-2016	5268808 22-AUG-2017
JUICE PLUS+	29, 32	86882601 21-JAN-2016	5268807 22-AUG-2017
JUICE PLUS+	5	75229696 22-JAN-1997	2158471 19-MAY-1998
JUICE PLUS+ COMPLETE	5	75809849 28-SEP-1999	2474348 31-JUL-2001
JUICE PLUS+ GARDEN BLEND	5	78113015 06-MAR-2002	2758840 02-SEP-2003
JUICE PLUS+ ORCHARD BLEND	5	78113042 06-MAR-2002	2761699 09-SEP-2003
JUICE PLUS+ THINS	5	75189434 29-OCT-1996	2154665 05-MAY-1998
JUICE PLUS+ VIRTUAL OFFICE	35	86168626 17-JAN-2014	4596458 02-SEP-2014
LIVE LIFE TO THE PLUS+	5	85167333 02-NOV-2010	4529852 13-MAY-2014
THE NEXT BEST THING TO FRUITS AND VEGETABLES	5	77166090 26-APR-2007	3365129 08-JAN-2008
VINEYARD BLEND	5	78204135 16-JAN-2003	3298660 25-SEP-2007

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
VIRTUAL FRANCHISE	35	75695610 30-APR-1999	2402849 07-NOV-2000

Schedule C

Copyrights

Title	Registration No. Registration Date
Independent dealer/distributor application.	TX0002790008 1990-04-23
NSA introduces the answer to cleaner water throughout your home!	TX0002790010 1990-04-23
NSA.	PA0000461002 1990-04-23
Profit and incentive.	TX0002790009 1990-04-23
Success express / National Safety Associates, Inc. [Jul-Aug91.]	TX0003368896 1992-07-20
Warranty card : form no. 25769 (769)	TX0002790011 1990-04-23