

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Multiplier Capital II, LP, as Administrative Agent		11/27/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Second Nature Brands, Inc.		
Street Address:	2100 Lake Dam Road #37639		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27627		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	90281351	POP! FILTER	
Serial Number:	90196708	RESIDENT BENEFIT PACKAGE	
Serial Number:	90188758	RBP	
Serial Number:	90089568	SECOND NATURE	
Serial Number:	90019532	FLEX-LOCK	
Serial Number:	90019424	UNFOLD FRESH AIR	
Serial Number:	90043644	RIGHT-FIT GUARANTEE	
Serial Number:	90019472	FOLDABLE FILTER	
Serial Number:	88793881	IT MATTERS	
Serial Number:	88793880	EACH SIP	
Serial Number:	88464805	SECOND NATURE	
Serial Number:	88464839	SECOND NATURE HOME WELLNESS	
Serial Number:	88464811	SECOND NATURE	
Serial Number:	88464833	SECOND NATURE	
Serial Number:	87782515	FILTEREASY	
Serial Number:	87431394		
Serial Number:	87426192	FILTEREASY	
CORRESPONDENCE DATA			

OP \$440.00 90281351

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.

Phone: 7033826485
Email: DHall@vlplawgroup.com
Correspondent Name: Davis Hall
Address Line 1: 12703 Hitchcock Court
Address Line 4: Reston, VIRGINIA 20191

NAME OF SUBMITTER:	Davis Hall
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SIGNATURE:	/DavisHall/
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DATE SIGNED:	11/27/2023
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Total Attachments: 9

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of November 27, 2023, is executed by **MULTIPLIER CAPITAL II, LP, as Administrative Agent** (the "Secured Party"), and in favor of **SECOND NATURE BRANDS, INC.**, a Delaware corporation ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of April 7, 2021, executed by Grantor (as amended from time to time, the "Intellectual Property Security Agreement"), which was entered into in conjunction with that certain Loan and Security Agreement, dated as of April 7, 2021, between Secured Party and Grantor (as amended from time to time, the "Loan Agreement"), Grantor granted to Secured Party a security interest in the Intellectual Property Collateral.

B. The Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on April 7, 2021, at Reel/Frame 055855/0791 and Reel/Frame 007248/0970, to evidence the security interest granted under the Loan Agreement.

D. Secured Party agrees to terminate and release its security interest in the Intellectual Property Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) The Intellectual Property Security Agreement and (b) with respect to the Intellectual Property Collateral, the Loan Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, discharges and releases such security interest in all right, title and interest of Grantor in any and all Intellectual Property Collateral, including, without limitation, all of the following and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto., including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Intellectual Property Security Agreement and/or Loan Agreement:

(a) (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on **Exhibit A**, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Trademarks**");

(b) (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on **Exhibit B**, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "**Patents**");

(c) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on **Exhibit C**, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**");

(d) license agreements for Trademarks, Patents and Copyrights, whether such Loan Party is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit D** and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (collectively, the "**Licenses**"); and

(e) the goodwill of such Loan Party's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party or Grantor shall record or file this Termination with the Patent Division of the United States Patent and Trademark Office and Trademark Division of the United States Patent and Trademark Office (at the Grantor's sole cost and expense).

5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

[signature on following page]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

**MULTIPLIER CAPITAL II, LP, AS
ADMINISTRATIVE AGENT**

By: 
Name: Kevin P. Sheehan
Title: Managing Partner

Acknowledged and accepted by:

SECOND NATURE BRANDS, INC.,
AS GRANTOR

By: 

Name: Chris Power

Title: Chief Financial Officer

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

TRADEMARK
REEL: 008269 FRAME: 0376

EXHIBIT A
TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
POP! FILTER	90281351	10/27/2020
RESIDENT BENEFIT PACKAGE	90196708	09/21/2020
RBP	90188758	09/17/2020
SECOND NATURE	90089568	08/03/2020
FLEX-LOCK	90019532	06/24/2020
UNFOLD FRESH AIR	90019424	06/24/2020
RIGHT-FIT GUARANTEE	90043644	07/09/2020
FOLDABLE FILTER	90019472	06/24/2020
IT MATTERS	88793881	02/12/2020
EACH SIP	88793880	02/12/2020
SECOND NATURE	88464805	06/07/2019
SECOND NATURE HOME WELLNESS	88464839 6262561	06/07/2019 02/02/2021
SECOND NATURE	88464811 6262560	06/07/2019 02/02/2021

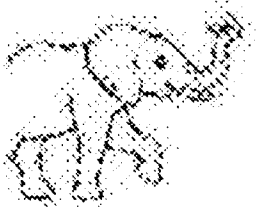
SECOND NATURE HOME WELLNESS	88464833	06/07/2019
FILTREASY	87782515 5569377	02/02/2018 09/25/2018
	87431394 5548385	05/01/2017 08/28/2018
FILTREASY	87426192 5478739	04/26/2017 05/29/2018

EXHIBIT B
PATENTS

Title	Application Number	Application Date
VARIABLE AIR FILTER ASSEMBLIES	16569696	09/13/2019
Variable air filter assemblies	10427079 16288304	10/1/2019 02/28/2019
Folding air filter assembly and apparatus	10350533 15251218	07/16/2019 08/30/2016
Folding Air Filter Assembly and Apparatus	16454185	06/27/2019
FOLDING AIR FILTER ASSEMBLIES	17204609	03/17/2021
COLLAPSIBLE AIR FILTER ASSEMBLIES	PCT/US20/27476	04/09/2020
METHODS, SYSTEMS, AND DEVICES FOR A SERVICE ORIENTED ARCHITECTURE FOR FACILITATING AIR FILTER REPLACEMENTS	17136751	12/29/2020

EXHIBIT C
COPYRIGHTS

None.

EXHIBIT D
LICENSES

None.

DMS 40637378.2

RECORDED: 11/27/2023

TRADEMARK
REEL: 008269 FRAME: 0381