

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Keybank National Association, as Secured Party		10/19/2015	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sundial Brands LLC		
<b>Street Address:</b>	c/o Sundial Group LLC, 11 Ranick Drive South		
<b>City:</b>	Amityville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11701		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76707533	NUBIAN HERITAGE	
<b>Serial Number:</b>	76707547	SHEA MOISTURE	
<b>Serial Number:</b>	76712691	SUNDIAL	
<b>Serial Number:</b>	76712693	SUNDIAL BRANDS	
<b>Serial Number:</b>	76712694	SUNDIAL CREATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123037064		
<i>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.</i>			
<b>Phone:</b>	212.318.6824		
<b>Email:</b>	christinedionne@paulhastings.com		
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP		
<b>Address Line 1:</b>	75 East 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	93805.00002 (SB RELEASE)		
<b>NAME OF SUBMITTER:</b>	Christine Dionne		
<b>SIGNATURE:</b>	/Christine Dionne/		
<b>DATE SIGNED:</b>	10/19/2015		

CH \$140.00 76707533

**Total Attachments: 3**

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

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release"), dated as of October 19, 2015, is made by **KEYBANK NATIONAL ASSOCIATION** (the "Secured Party"), in favor of Sundial Brands LLC (the "Grantor").

**WHEREAS**, the Grantor executed that certain Grant of Security Interest (Trademarks), dated as of February 17, 2015 (the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Secured Party a security interest in and to all of the present and future right, title, and interest of the Grantor in and to the trademarks listed on Schedule I attached hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (collectively, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5462, Frame 0140 on February 18, 2015 and Reel 5465, Frame 0268 on February 24, 2015;

**WHEREAS**, the Secured Party has agreed to terminate and release the Trademark Security Agreement as herein provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates and releases the Trademark Security Agreement and hereby terminates, releases, and discharges any and all security interests it has in, to, or against the Trademark Collateral.

The Secured Party hereby acknowledges that this document may be filed, along with any other necessary documentation, with the United States Patent and Trademark Office to evidence the termination and release granted herein. The Secured Party, at Grantor's expense, shall take all further actions, and provide to Grantor, Grantor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

*[Remainder of page left intentionally blank]*

**KeyBank National Association**  
as Secured Party


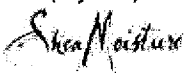



By: 

Name: David W. Lewing  
Title: Senior Vice President

Date: October 19, 2015

**Schedule I**

**Trademark Registrations**

Mark	Serial No./ Filing Date	Registration No./ Registration Date
NUBIAN HERITAGE and Design 	76/707533 5/9/2011	4085492 1/17/2012
SHEA MOISTURE (Stylized) 	76/707547 5/9/2011	4094893 2/7/2012
SUNDIAL and Design 	76/712691 10/22/2012	4753641 6/16/2015
SUNDIAL BRANDS and Design 	76/712693 10/22/2012	4753642 6/16/2015
SUNDIAL CREATIONS and Design 	76/712694 10/22/2012	—