

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405067

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent		11/10/2016	National Banking Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	INTERNATIONAL IP HOLDINGS, LLC
<b>Street Address:</b>	38955 Hills Tech Drive
<b>City:</b>	Farmington Hills
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48331
<b>Entity Type:</b>	Limited Liability Company: MICHIGAN

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	4004225	5-HOUR ENERGY
Registration Number:	3003077	5 HOUR ENERGY
Registration Number:	3902207	5-HOUR ENERGY
Registration Number:	3876771	
Registration Number:	3876785	5-HOUR ENERGY
Registration Number:	3698044	
Registration Number:	4134079	ENERGY HOUR 5
Registration Number:	3956068	2:30 FEELING
Registration Number:	4116951	5-HOUR ENERGY EXTRA STRENGTH
Registration Number:	3940929	
Registration Number:	4120360	ENERGY HOUR 5
Registration Number:	3940946	
Registration Number:	4120361	ENERGY HOUR 5
Registration Number:	3940928	
Registration Number:	4104670	5-HOUR ENERGY
Serial Number:	85319463	
Serial Number:	85319501	
Registration Number:	4144236	FIXES TIRED FAST

OP \$490.00 4004225

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85637294	HOURS OF ENERGY NOW
<b>CORRESPONDENCE DATA</b>		
Fax Number:	8008780509	
<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>		
Phone:	2159814000	
Email:	rizzosd@pepperlaw.com	
Correspondent Name:	Pepper Hamilton LLP	
Address Line 1:	3000 Two Logan Square	
Address Line 4:	Philadelphia, PENNSYLVANIA 19103	
<b>ATTORNEY DOCKET NUMBER:</b>	134154.12	
<b>NAME OF SUBMITTER:</b>	Samantha Rizzo	
<b>SIGNATURE:</b>	/Samantha Rizzo/	
<b>DATE SIGNED:</b>	11/10/2016	
<b>Total Attachments: 4</b>		
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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") made as of November 10, 2016, is granted by WELLS FARGO BANK, NATIONAL ASSOCIATION ("WELLS FARGO"), as Collateral Agent, in favor of INTERNATIONAL IP HOLDINGS, LLC. ("INTERNATIONAL").

WHEREAS, INTERNATIONAL executed in favor of WELLS FARGO that certain Trademark Security Agreement, dated as of August 2, 2012 (the "Trademark Security Agreement") to guarantee certain obligations of INTERNATIONAL;

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 7, 2012 at Reel 4837, Frame 0885;

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, INTERNATIONAL granted to WELLS FARGO a lien on and security interest in all of INTERNATIONAL'S right, title and interest in, to and under certain trademark collateral, which included all of INTERNATIONAL'S right, title and interest in, to and under the trademarks set forth on Schedule A hereto (collectively, the "Released IP");

WHEREAS, pursuant to that certain Satisfaction and Discharge of Indenture by and between WELLS FARGO and INTERNATIONAL, dated as of November 10, 2016, INTERNATIONAL requested and WELLS FARGO has agreed, in reliance of the statements made by INTERNATIONAL in certain certificates and the opinion of counsel to INTERNATIONAL, that WELLS FARGO shall release all of its liens on and security interest in all of INTERNATIONAL'S right, title and interest in, to and under the Released IP;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WELLS FARGO hereby releases all of its security interests in, without any representation, warranty, recourse or undertaking by WELLS FARGO, all of its right, title and interest, if any, in and to:

(i) The Released IP, which includes each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by INTERNATIONAL against third parties for damages by reason of past, present or future infringement of any Released IP, which includes any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

WELLS FARGO represents that to the best of its knowledge, information and belief, that it has not assigned, licensed or granted any third party any right, title, or interest in, to and under the trademarks and that it has full power to enter into this Release.

WELLS FARGO 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 release of the security interests contemplated hereby.

WELLS FARGO hereby authorizes INTERNATIONAL, or INTERNATIONAL'S authorized representatives to record this Release and requests that the Commissioner for Patents and the Commissioner for Trademarks, and any other applicable government officer, record this Release.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflict of laws rules thereof (to the extent such rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

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IN WITNESS WHEREOF, WELLS FARGO has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Collateral Agent

By: \_\_\_\_\_

Name:  Julius R. Zamora

Title: Vice President

**SCHEDULE A**

**UNITED STATES TRADEMARKS:**

Registrations: (all owned by International IP Holdings, LLC)

<b>Trademark/Title</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Registered/Pending</b>
5-HOUR ENERGY	77/522,602	4004225	Registered
5 HOUR ENERGY	78/434,496	3,003,077	Registered
5-HOUR ENERGY	85/007006	3902207	Registered
RUNNING MAN design (miscellaneous design)	85/007217	3876771	Registered
5-HOUR ENERGY and design	85/007326	3876785	Registered
RUNNING MAN design (miscellaneous design)	77/643,731	3,698,044	Registered
ENERGY HOUR 5	85255911	4134079	Registered
2:30 FEELING	85/085504	3956068	Registered
LABEL (EXTRA STRENGTH W/ "5-HOUR ENERGY")	85132099	4116951	Registered
LABEL (STANDARD LABEL W/O "5-HOUR ENERGY") color claimed (miscellaneous design)	85125017	3,940,929	Registered
ENERGY HOUR 5 and design	85132321	4120360	Registered
LABEL (DECAF W/O "5-HOUR ENERGY") (miscellaneous design)	85131851	3940946	Registered
ENERGY HOUR 5 and design	85132391	4120361	Registered
LABEL (Standard w/o "5-HOUR ENERGY") black & white (miscellaneous design)	85124847	3940928	Registered
5 HOUR ENERGY (stylized and/or with design, mark)	85/317129	4104670	Registered
BOTTLE DESIGN (standard color) (miscellaneous design)	85/319463		Pending
BOTTLE DESIGN (Decaf. Color) (miscellaneous design)	85/319501		Pending
FIXES TIRED FAST	85/353246	4144236	Registered
HOURS OF ENERGY NOW	85637294		Pending