

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gerber Finance Inc.		01/05/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Mike's Hot Honey Inc.		
Street Address:	21-47 44th Drive		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85488018	MIKE'S HOT HONEY	
Serial Number:	85515533	MIKE'S HOT HONEY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sarah@gandplaw.com		
Correspondent Name:	Sarah Ilyse Cohen		
Address Line 1:	72-11 Austin RMB 406		
Address Line 4:	Forest Hills, NEW YORK 11375		
NAME OF SUBMITTER:	Sarah I. Cohen		
SIGNATURE:	/Sarah I. Cohen/		
DATE SIGNED:	06/27/2018		
Total Attachments: 4			
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GERBER FINANCE INC.

488 Madison Avenue
New York, NY 10022
Tel: (212) 888-3833
Fax: (212) 888-1637

December 12, 2017

Mike's Hot Honey Inc.
67 West St.
Suite 202
Brooklyn, NY 11222
Attn: Matt Beaton
Michael Kurtz

Gentlemen:

Reference is hereby made to that certain Loan and Security Agreement, dated as of June 5, 2017 as amended, restated, supplemented or otherwise modified (the "Loan Agreement") between Mike's Hot Honey Inc., a New York corporation ("Borrower"), and Gerber Finance Inc., a New York corporation ("Lender"). Capitalized terms used herein which are not defined herein shall have the meanings given to them in the Loan Agreement.

Lender has been advised by Borrower that Borrower will be prepaying in full the Obligations in connection with the refinancing of the Lender's loan facility.

Based on Lender's books and records, the total amount of Obligations due Lender, if paid on December 12, 2017 (the "Computation Date") after giving effect to confirmed collections of accounts receivables through the Computation Date is \$2,419.18 (the "Payoff Amount").

Please note that in computing the Payoff Amount Lender has assumed that no further extension of credit (or repayment of the loans) will be made under the Loan Agreement after the Computation Date. If the Payoff Amount is not paid in immediately available funds by 3:00 p.m. New York time on the Computation Date, the Payoff Amount may be increased by \$.50 per day or to the extent of any change in interest rate and any additional fees or expenses (including counsel fees) are incurred. In the event that the Effective Time (as defined below) has not

occurred by close of business on December 15, 2017 this letter shall expire, and shall be of no further force and effect.

The Payoff Amount and the Per Diem Interest should be wired to us as follows:

HSBC Bank USA,
452 Fifth Avenue,
New York, NY 10018.
ABA No. 021001088
A/C No. 013800051
Account Name: Gerber Finance Inc.

Promptly after Lender's receipt of the Payoff Amount and the Per Diem Interest if applicable and this letter agreement executed by all parties hereto (the "Effective Time"), Lender will, at the expense of Borrower, execute and deliver all terminations and satisfactions reasonably necessary to release any and all liens, security interests, assignments, pledges and other interests we may have in the assets of Borrower, including, but not limited to, terminations and satisfactions of all UCC financing statements, mortgages, deeds to secure debt and assignments, and Lender will deliver to Borrower any notes or other instruments of Borrower, if any, that are payable to Borrower and are in Lender's possession.

Whether or not Lender fails or delays in executing any such terminations or satisfactions, upon the occurrence of the Effective Time, Lender hereby terminates and releases, all of Lender's security interests, liens and other interest in any assets of Borrower and upon confirmation from Lender that the Effective Time has occurred, hereby authorize you to file any and all such terminations or satisfactions. If Lender fails to deliver any terminations or satisfactions within 30 days of the Effective Time Borrower is hereby authorized to file such terminations and satisfactions on behalf of Lender.

All proceeds of any collateral described in the Loan Agreement, including any payments made by Borrower's account debtors that are received by Lender after the Effective Time, will be promptly forwarded to you pursuant to your instructions after application of such amounts to any unpaid Indemnified Claims (as hereinafter defined).

Notwithstanding anything to the contrary hereinabove contained, Lender hereby reserves all of its rights with respect to any and all checks or similar instruments for payment of money heretofore received by it in connection with its arrangements with Borrower, and all of its rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

For and in consideration of Lender's agreements contained herein, Borrower agrees to indemnify Lender from, and hold Lender harmless against, all losses, liabilities, charges, expenses and fees (i) which Lender may incur as a result of any non-payment, claim or refund or charge back of any checks or other items which have been credited by Lender to Borrower's account with Lender, together with all expenses and other charges incident thereto, (ii) which Lender may have incurred or may now or hereafter incur in connection with the transactions contemplated by this letter which have not as yet been reflected in any Borrower's loan account

which a Borrower is, or may be, required to bear pursuant to the Loan Agreement, (iii) which Lender may incur as a result of errors in calculation of any amount due Lender by any Borrower and (iv) which Lender may incur in connection with any lockbox, blocked account or any other account maintained by Borrower for the benefit of Lender ((i), (ii), (iii) and (iv) collectively, the "Indemnified Claims").

For and in consideration of Lender's agreements contained herein, Borrower and each Guarantor and each of its respective officers, directors, representatives, employees, agents, attorneys-in-fact, affiliates, heirs and executors (collectively, the "Releasing Parties") hereby releases Lender and its officers, directors, representatives, employees, agents, attorneys-in-fact and affiliates (the "Released Parties") from any obligations to any Releasing Party for any liabilities and from any damages, claims, demands, suits, actions, debts, promises, obligations, proceedings, costs or expenses of any kind whatsoever, whether in law or in equity, known or unknown, arising prior to the date hereof that any Releasing Party at any time had or hereafter can or may have against Lender or any of the Released Parties or otherwise relating to the Loan Agreement or the other Credit Documents or any of the transactions relating to the Loan Agreement or the other Credit Documents and hereby agrees to indemnify Lender from, and hold Lender harmless against the same.

This letter agreement shall be governed by and construed in accordance with the laws of the State of New York.

This letter may be executed in one or more counterparts each of which taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed an original signature hereto.

If you should have any questions concerning this matter, please contact Jennifer Palmer at (212) 888-1533.

Very truly yours,

GERBER FINANCE INC.




Jennifer Palmer, President

ACCEPTED AND AGREED TO:

MIKE'S HOT HONEY INC.

By: M. Beaton 1/5/18
Name: Matthew Beaton
Title: CEO



Michael Kurtz, Individually

M. Beaton

Matthew Beaton, individually