

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest (R/F 6162/0454)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		01/28/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NC Brands L.P.		
Street Address:	40 Richards Avenue, Suite 200		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1345458	YELLOW OUT	
Registration Number:	2400641	YELLOW GONE	
Registration Number:	2309509	GREEN TO CLEAN	
Registration Number:	1638795	DRIVE OUT	
Registration Number:	1924991	CORAL SEAS	
Registration Number:	4878858	GREEN RELIEF	
Serial Number:	87317502	GREEN GONE	
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>			
Phone:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		

CH \$190.00 1345458

DATE SIGNED:	01/28/2019
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Total Attachments: 4

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**TERMINATION AND RELEASE OF
MORTGAGE AND SECURITY AGREEMENT (TRADEMARKS)**

THIS TERMINATION AND RELEASE OF MORTGAGE AND SECURITY AGREEMENT (TRADEMARKS) (this "Termination") is dated as of January 28, 2019 and made by Webster Bank, National Association, a national banking association chartered under the laws of the United States of America pursuant to a Loan Agreement (as defined below) and as the secured party (together with its successors and assigns in such capacities, the "Secured Party") to NC Brands L.P., a Delaware limited partnership (the "Company"), and its successors and assigns, as applicable.

WHEREAS, pursuant to (i) that certain Mortgage and Security Agreement (Trademarks), dated as of September 8, 2017, by the Company in favor of the Secured Party (the "Trademark Security Agreement") and (ii) that certain Revolving Loan Agreement and Security Agreement, dated as of May 2, 2003 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among, *inter alios*, the Company and the Secured Party, a lien on and security interest in all right, title and interest in and to any and all of the Company's rights (the "Interests") in certain collateral then owned or thereafter acquired by such Company, including the Trademark Collateral (as hereinafter defined), was granted by the Company to the Secured Party;

WHEREAS, the Interests in the Trademark Collateral were recorded in the United States Patent and Trademark Office on September 25, 2017 in Reel 006162, Frame 0454; and

WHEREAS, the Secured Party desires to terminate and release the Interests in the Trademark Collateral and to reconvey any and all rights in the Trademark Collateral to the Company.

NOW, THEREFORE, for good and valuable consideration, the Secured Party hereby states as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Trademark Collateral. The term "Trademark Collateral" shall mean all right, title and interest in, to and under the following:

(a) United States Trademarks and trademark applications and all other corresponding trademarks and trademark applications in any states or foreign countries as set forth on Schedule A (the "Trademark Rights");

(b) all reissues or extensions thereof;

(c) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the right to collect all royalties under any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted; and

(d) all good will in connection therewith.

3. Release of Security Interest. The Secured Party hereby terminates the Trademark Security Agreement and terminates, releases and discharges the Interests in the Trademark Collateral, and re-assigns to the Company any and all other right, title or interest the Secured Party may have in, to or under the Trademark Collateral without recourse, representation or warranty (either express or implied). Any Interest or other right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.

The Secured Party hereby authorizes the Company, or the Company's authorized representatives to: (a) record this Termination with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Interests of the Secured Party in the Trademark Collateral.

This Termination shall be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination to be executed by its duly authorized officer as of the date first written above.

WEBSTER BANK, NATIONAL ASSOCIATION,
as Secured Party

By: 

Name: Chris Mesum

Title: Vice President

SCHEDULE A

TRADEMARKS

Trademark Name	Application No.	Registration No.
Yellow Out		1345458
Yellow Gone		2400641
Yellow Relief		Registration Abandoned
Green to Clean		2309509
Drive Out		1638795
Coral Seas		1924991
Green Relief		4878858
Green Gone	87317502	