

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Praesidian Capital Bridge Fund LP as Agent		05/14/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Palmetto Moon, LLC		
Street Address:	1950 Hanahan Road		
City:	North Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29406		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3711926	PALMETTO MOON	
Registration Number:	4746802	PALMETTO MOON	
Registration Number:	4746803	PALMETTO MOON	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	026618.001316		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	05/17/2021		
Total Attachments: 4			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of May 14, 2021 and granted by PRAESIDIAN CAPITAL BRIDGE FUND LP (the “**Agent**”), as agent for the Lenders under the SPA referred to below (the “**Lenders**”), in favor of PALMETTO MOON, LLC, a South Carolina limited liability company (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Securities Purchase Agreement and Security Agreement dated as of October 31, 2016 among the Grantor, PM Acquisition, LLC, the Agent and the lenders party thereto (“**SPA**”), the Grantor executed and delivered to the Agent that certain Patents, Trademarks and Copyrights Security Agreement by and between the Grantor and the Agent dated as of October 31, 2016 (the “**Security Agreement**”);

WHEREAS, pursuant to the SPA and the Security Agreement, Grantor conveyed and granted to the Agent for the benefit of the Lenders a security interest in and to all of the right, title and interest of such Grantor in, to and under Grantor’s Copyrights Patents and Trademarks, including the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Trademark Office on January 11, 2017 at Reel 5963, Frame 0659; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the Lenders may have in the Grantor’s Copyrights Patents and Trademarks, including the Trademark Collateral pursuant to the SPA and Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Release of Security Interest. Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the SPA and Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under Grantor’s Copyrights Patents and Trademarks, including the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Agent agrees, at the Grantor's sole cost and expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PRAESIDIAN CAPITAL BRIDGE FUND LP
as Agent

By: PRAESIDIAN BRIDGE GP LLC
Its: General Partner

By: 

Name: Jason D. Drattell

Title: Managing Partner

[Signature Page to Release]

TRADEMARK
REEL: 007295 FRAME: 0968

SCHEDULE 1

TRADEMARKS

<u>Description</u>	<u>Serial / Registration</u>		<u>Issue Dates</u>
	<u>No.</u>		
Word Mark	77721563	3711926	11/17/2009
Updated Goods Desc	86377372	4746802	06/02/2015
Logo Trademark	86377390	4746803	06/02/2015