

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sterling National Bank		10/01/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Evan Cole		
Street Address:	3225 Helms Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90034		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	H.D. Buttercup, L.P.		
Street Address:	3225 Helms Ave		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90034		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3335683	H.D. BUTTERCUP	
Serial Number:	86695704	H.D. BUTTERCUP	
Serial Number:	86255673	H.D. BUTTERCUP'S BREAD & BUTTER	
Registration Number:	3169147	MANUTAILERS	
Registration Number:	3145943	MANUTAILING	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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:	212-549-4195		
Email:	cnye@reedsmith.com		
Correspondent Name:	Peter A. Emmi, Reed Smith LLP		
Address Line 1:	599 Lexington Avenue		

OP \$140.00 3335683

Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Peter A. Emmi

SIGNATURE: /Peter A. Emmi/

DATE SIGNED: 10/01/2021

Total Attachments: 4

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Schedule 1

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY dated as of October 1, 2021 (this "Release"), is made by Sterling National Bank, a national banking association, with an office at 8401 N. Central Expressway, Suite 600, Dallas, Texas 75225 (the "Secured Party"), in favor of Evan Cole an individual, and H.D. Buttercup L.P., with an office at 3225 Helms Ave., Los Angeles, CA 90034 (collectively, the "Grantors").

WHEREAS, pursuant to that certain Patent, Copyright and Trademark Security Agreement dated August 29, 2016 (as the same may have been amended, modified, restated or supplemented from time to time, the "Security Agreement"), by and among the Grantors and the Secured Party, the Grantors granted to the Secured Party a continuing security interest in and lien upon to certain Intellectual Property Collateral (including the registered trademarks and trademark applications, trademark licenses, and domain names included on Schedule 1 hereto) which was recorded in the US Patent & Trademark Office on May 12, 2021 at at Reel 7290, Frame 0382.

WHEREAS, as part of the transactions relating to and pursuant to an Asset Purchase Agreement dated September 28, 2021 ("APA") executed between several third party entities and the Grantors relating to the sale of related assets including the Intellectual Property Collateral included on Schedule 1 hereto, and under which APA the lien relating to the Security Interest shall be fully satisfied, Grantors wish to obtain and record an executed copy of this release of lien from the Secured Party, and the Secured Party wishes to provide the same to Grantors.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party, and Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.

SECTION 2. Termination and Release. Secured Party, without representation, warranty, or recourse, hereby irrevocably:

(a) terminates, cancels, discharges, and releases the continuing security interest in and continuing lien upon all Intellectual Property Collateral, including the registered trademarks, trademark applications, trademark licenses, and domain names listed on Schedule 1 attached hereto, granted pursuant to the Security Agreement, and reassigns to Company any and all right, title and interest that it may have, in, to and under such Intellectual Property Collateral; and

(b) authorizes the recordation of this Release with the USPTO at Grantors' expense.

SECTION 3. Further Assurances. Secured Party agrees, at Grantors' expense, to take all further actions, and provide to Grantors and their 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 Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

SECTION 4. Choice of Law. This Release and obligations of the parties hereunder, and all of their successors, assigns, and transferees, shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

SECURED PARTY:

STERLING NATIONAL BANK

By:  _____

Name: Lawrence J. Camariato

Title: Director - Portfolio Management

Schedule 1

Registered Trademarks & Trademark Applications:

Trademark Name	Case Number	Country Name	SubClass	Class Type	Application No.	Publication No.	Registration No.
N/D BOUTIQUE L.P.	214581	Hong Kong		ORD	303472019 15-Jun-2015	850 25-Sep-2015	303472019 15-Jun-2015
<u>Mark Type:</u> Service Mark <u>Owner Name:</u> Even Cole <u>Class Name:</u> HD Buttercup, L.P. <u>Agent Name:</u> Anthony Evans & Co., Solicitors <u>Class(es):</u> 35 int., 36 int., 45 int.				<u>Address:</u> BCG <u>Client Reference:</u> <u>Agent Reference:</u>			
N/D BOUTIQUE L.P.	220448	United States of America		ORD	780812015 15-Dec-2014	850	3,168,140 (18-Jan-2015)
<u>Mark Type:</u> Service Mark <u>Owner Name:</u> Even Cole <u>Class Name:</u> HD Buttercup, L.P. <u>Agent Name:</u> <u>Class(es):</u> 35 int., 36 int., 45 int.				<u>Address:</u> BCG <u>Client Reference:</u> <u>Agent Reference:</u>			
N/D BOUTIQUE L.P.	219782	Hong Kong		ORD	303472015 15-Jun-2015	850	303472015 15-Jun-2015
<u>Mark Type:</u> Service Mark <u>Owner Name:</u> Even Cole <u>Class Name:</u> HD Buttercup, L.P. <u>Agent Name:</u> Anthony Evans & Co., Solicitors <u>Class(es):</u> 35 int., 36 int., 45 int.				<u>Address:</u> BCG <u>Client Reference:</u> <u>Agent Reference:</u>			
N/D BOUTIQUE L.P.	220755	United States of America		ORD	780812015 15-Jun-2015	850	3,168,140 (18-Jan-2015)
<u>Mark Type:</u> Service Mark <u>Owner Name:</u> Even Cole <u>Class Name:</u> HD Buttercup, L.P. <u>Agent Name:</u> <u>Class(es):</u> 35 int., 36 int., 45 int.				<u>Address:</u> BCG <u>Client Reference:</u> <u>Agent Reference:</u>			
N/D BOUTIQUE L.P. BREAD & BUTTER	180225	United States of America		ORD	780812015 17-Apr-2014	850	3,168,140 (17-Nov-2014)
<u>Mark Type:</u> Trademark/Service Mark <u>Owner Name:</u> Even Cole <u>Class Name:</u> HD Buttercup, L.P. <u>Agent Name:</u> <u>Class(es):</u> 35 int., 36 int.				<u>Address:</u> BCG <u>Client Reference:</u> <u>Agent Reference:</u>			
MANUFACTURER	219775	Hong Kong		ORD	303472015 15-Jun-2015	851	303472015 15-Jun-2015
<u>Mark Type:</u> Service Mark <u>Owner Name:</u> Even Cole <u>Class Name:</u> HD Buttercup, L.P. <u>Agent Name:</u> Anthony Evans & Co., Solicitors <u>Class(es):</u> 35 int.				<u>Address:</u> BCG <u>Client Reference:</u> <u>Agent Reference:</u>			
MANUFACTURER	220754	United States of America		ORD	780812015 15-Mar-2014	851	3,168,140 (17-Nov-2014)
<u>Mark Type:</u> Service Mark <u>Owner Name:</u> Even Cole <u>Class Name:</u> HD Buttercup, L.P. <u>Agent Name:</u> <u>Class(es):</u> 35 int.				<u>Address:</u> BCG <u>Client Reference:</u> <u>Agent Reference:</u>			
MANUFACTURER	219782	Hong Kong		ORD	303472015 15-Jun-2015	851	303472015 15-Jun-2015
<u>Mark Type:</u> Service Mark <u>Owner Name:</u> Even Cole <u>Class Name:</u> HD Buttercup, L.P. <u>Agent Name:</u> Anthony Evans & Co., Solicitors <u>Class(es):</u> 35 int.				<u>Address:</u> BCG <u>Client Reference:</u> <u>Agent Reference:</u>			
MANUFACTURING	222541	United States of America		ORD	780812015 15-Mar-2014	851	3,145,943 15-Sep-2015
<u>Mark Type:</u> Service Mark <u>Owner Name:</u> Even Cole <u>Class Name:</u> HD Buttercup, L.P. <u>Agent Name:</u> <u>Class(es):</u> 35 int.				<u>Address:</u> BCG <u>Client Reference:</u> <u>Agent Reference:</u>			

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Trademark Licenses:

Trademark License Agreement dated as of August 29, 2016, between Evan Cole, as licensor, and H.D. Buttercup L.P., as licensee.

Domain Names:

www.hdbuttercup.com

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