

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/29/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Youth to the People Inc.		
Street Address:	708 Traction Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90013		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88671444	PRO-GRADE VEGAN	
Serial Number:	87690052	YOUTH TO THE PEOPLE	
Serial Number:	87979542	YOUTH TO THE PEOPLE	
Serial Number:	86687149	YTTP	
Serial Number:	87979541	YTTP	
Serial Number:	87690044	YTTP	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	73558-10020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		

CH \$165.00 88671444

DATE SIGNED:	12/30/2021
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Total Attachments: 4

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (this "*Release*") dated as of December 29, 2021, is made with regard to that certain Intellectual Property Security Agreement entered into as of October 1, 2020 (as amended from time to time, the "*Agreement*"), by and between JPMorgan Chase Bank, N.A. (the "*Lender*"), and Youth to the People Inc., a Delaware corporation (the "*Grantor*"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, the Lender agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of October 1, 2020, by and between the Lender and Grantor (as amended to date, the "*Credit Agreement*").

WHEREAS, pursuant the Credit Agreement, the parties entered into the Agreement which was recorded on October 1, 2020 at Reel 7066, Frame 0822 in the Trademark division of the U.S. Patent and Trademark Office, under which the Grantor granted the Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, certain intellectual property, including (a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, then or thereafter existing, created, acquired or held; (b) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same; (c) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation the Trademarks listed in the Exhibit A hereto; (d) any and all claims for damages by way of past, present and future infringements of the intellectual property rights identified above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement thereof; (e) all licenses or other rights to use any of the intellectual property rights identified above, and all license fees and royalties arising from such use to the extent permitted by such license or rights; and (d) all amendments, extensions, renewals and extensions of any of the intellectual property rights identified above; and (j) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing (collectively, "*Intellectual Property Collateral*");

WHEREAS, the Grantor has paid and satisfied in full its Obligations under the Credit Agreement, and the parties desire to enter into this Release to confirm that the Lender has released its security interests in and to the Intellectual Property Collateral and to expunge any recordation of the security interest insofar as it pertains to the Intellectual Property Collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender terminates the Agreement and terminates, releases and discharges the entire security interest in and to all of the Intellectual Property Collateral granted to the Lender by the Agreement, and assigns, transfers, and conveys to the Grantor any and all right, title or interest in, or to, the Intellectual Property Collateral that the Lender may hold.

The Lender hereby agrees to execute such additional instruments, to take such other actions, and to give such further assurances as the Grantor reasonably shall request to terminate any security interest in the Intellectual Property Collateral pursuant to the Agreement and otherwise to effectuate the release of all recordations of such security interest in the Intellectual Property Collateral.

The Lender acknowledges and agrees that the Grantor and its successors and assigns may rely upon this Release. The Lender represents and warrants that it has not transferred or assigned all or any part of the Agreement to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

[signature follows on next page]

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by a duly authorized officer thereunto.

JPMorgan Chase Bank, N.A.
as Lender

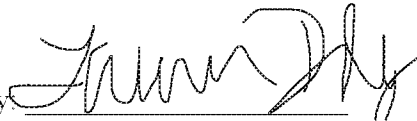
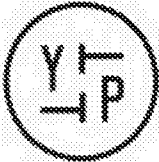
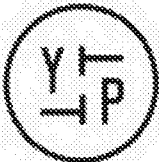
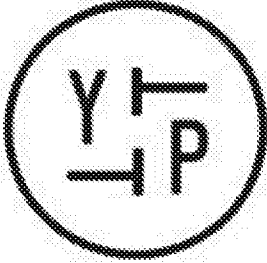
By: 
Name: Lauren Daley
Title: AUTHORIZED
OFFICER

EXHIBIT A
TRADEMARKS AND TRADEMARK APPLICATIONS SCHEDULE

<u>Description</u>	<u>Serial Application Number</u>	<u>Application Date</u>
PRO-GRADE VEGAN	88671444	10/28/2019
YOUTH TO THE PEOPLE	87690052	11/17/2017
YOUTH TO THE PEOPLE	87979542	3/5/2019
	8667149	2/9/2016
	87979541	3/5/2019
	87690044	11/17/2017