

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714545

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTERESTS IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UPPER90 CAPITAL MANAGEMENT, L.P., as Administrative Agent		03/14/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Incrementum Digital LLC		
Street Address:	815 Brazos Street		
Internal Address:	Suite 900		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Onesie Fashion NewCo LLC		
Street Address:	815 Brazos Street		
Internal Address:	Suite 900		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	MOCER LLC		
Street Address:	815 Brazos Street		
Internal Address:	Suite 900		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Torquay eTrading LLC		
Street Address:	815 Brazos Street		
Internal Address:	Suite 900		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		

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Entity Type:	Limited Liability Company: DELAWARE
Name:	Wishful Seasoning USA LLC
Street Address:	815 Brazos Street
Internal Address:	Suite 900
City:	Austing
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE
Name:	Elevate Brands OpCo LLC (f/k/a Recom Brands LLC)
Street Address:	815 Brazos Street
Internal Address:	Suite 900
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5451323	JCL PRODUCTS
Registration Number:	5502667	WILL'S
Registration Number:	6007643	FEMINIQUE
Serial Number:	88930531	KIMBLE HEALTH
Serial Number:	90304719	WISHFUL SEASONING
Serial Number:	88757545	SUN NINJA

CORRESPONDENCE DATA

Fax Number: 6508023100

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.

Phone: 6508023000

Email: juan.arias@weil.com

Correspondent Name: Justina Chen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065-1134

ATTORNEY DOCKET NUMBER: Justina Chen - 43535.0003

NAME OF SUBMITTER: Justina Chen

SIGNATURE: /Justina Chen/

DATE SIGNED: 03/15/2022

Total Attachments: 5

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (“Release”) is made as of this 14th day of March, 2022, by UPPER90 CAPITAL MANAGEMENT, L.P., as Administrative Agent (the “Agent”), in favor of Incrementum Digital LLC, a Delaware limited liability company (“Incrementum”), Onesie Fashion NewCo LLC a Delaware limited liability company (“Onesie”), MOCER LLC, a Delaware limited liability company (“Mocer”), Torquay eTrading LLC, a Delaware limited liability company (“Torquay”), Wishful Seasoning USA LLC, a Delaware limited liability company (“Wishful Seasoning”), and Elevate Brands OpCo LLC (f/k/a Recom Brands LLC), a Delaware limited liability company (“Elevate” and, together with Incrementum, Onesie, Mocer, Torquay and Wishful Seasoning, collectively, the “Grantors”, and each, a “Grantor”).

WHEREAS, pursuant to that certain Credit, Guaranty and Security Agreement, dated as of December 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), by and among, *inter alios*, the Grantors and the Agent, the Grantors entered into that certain Trademark Security Agreement dated December 30, 2020 (the “Trademark Security Agreement”) in favor of the Agent, notice of which was recorded on January 4, 2021 at the United States Patent and Trademark Office (the “USPTO”) at Reel 7154, Frame 0042. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Trademark Security Agreement, as applicable.

WHEREAS, the Grantors granted the Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the “Security Interest”) in favor of the Agent, in and to

all of its Trademarks, including without limitation the Trademarks listed in Schedule A (the “Trademark Collateral”).

WHEREAS, the Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Trademark Security Agreement, (b) releases, relinquishes, terminates and discharges all liens and security interests granted by Grantors in favor of Agent in the Trademark Collateral, including the Trademarks listed on Schedule A attached hereto and (c) reassigns, grants and conveys to the Grantors, without any representation, recourse or undertaking by Agent, all of Agent’s right, title and interest (if any) of any nature whatsoever which it may hold in or to the Trademark Collateral (including, without limitation, the Trademarks listed on Schedule A attached hereto) and associated common law rights and goodwill appurtenant thereto.

The Agent, on behalf of itself and the Secured Parties, authorizes and requests that the USPTO and any other applicable governmental officer records this Release.

The Agent agrees, on behalf of itself and the Secured Parties, at the Grantors’ sole cost and expense, to take all further actions, and provide to the Grantors and their successors, assigns and legal representatives all such cooperation and assistance, including without limitation, the execution, acknowledgement and delivery of any and all further documents or other instruments,

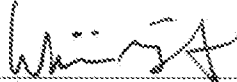
as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

UPPER90 CAPITAL MANAGEMENT, LP,
as Agent

By: 
Name: William Geist
Title: Authorized Signatory

SCHEDULE A

1. Owned Trademark/Trade Names:

<u>Grantor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Incrementum Digital LLC	JCL Products	5451323	4/24/2018
Onesie Fashion NewCo LLC	Will's	5502667	6/26/2018
Mocer LLC	Feminique	6007643	3/10/2020

2. U.S. Trademark Applications:

<u>Grantor</u>	<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
Torquay eTrading LLC	Kimble Health	88930531	5/22/2020
Wishful Seasoning USA LLC	Wishful Seasoning	90304719	11/6/2020
Elevate Brands OpCo LLC (f/k/a Recom Brands LLC)	Sun Ninja	88757545	10/15/2020

Schedule A

AmericasActive:16713538.4

RECORDED: 03/15/2022

TRADEMARK
REEL: 007660 FRAME: 0641