

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 7352/0336		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCLARTY CAPITAL PARTNERS SBIC II, L.P.		09/12/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ULTIMA HEALTH PRODUCTS, INC.		
Street Address:	5292 Warren Road		
City:	Cortland		
State/Country:	OHIO		
Postal Code:	44410		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5098850	ULTIMA	
Registration Number:	5098851	ULTIMA REPLENISHER	
Registration Number:	5162455	ULTIMA TODDLER FORMULA	
Registration Number:	6822478	ULTIMA REPLENISHER	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9836		
Email:	ypan@proskauer.com		
Correspondent Name:	Kristin E. Reimels		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	51683-061		
NAME OF SUBMITTER:	Kristin E. Reimels		
SIGNATURE:	/Kristin E. Reimels/		
DATE SIGNED:	09/12/2022		
Total Attachments: 4			

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS COLLATERAL, dated as of September 12, 2022 (this “Release”), is made by MCLARTY CAPITAL PARTNERS SBIC II, L.P., a Delaware limited partnership, acting in its capacity as agent for the Secured Parties (in such capacity, the “Agent”) under that certain Amended and Restated Trademark Security Agreement, dated as of July 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by and among ULTIMA HEALTH PRODUCTS, INC., a Delaware corporation (the “Grantor”), and the Agent. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement or the Trademark Security Agreement (defined below), as applicable.

WHEREAS, pursuant to Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on July 12, 2021 at reel 007352, frame 0336, the Grantor granted to the Agent, for the benefit of the Secured Parties, a Security Interest in, all of the Grantor’s right, title and interest in and to its owned or thereafter acquired or arising Trademark Collateral, including those Trademarks set forth on the attached Schedule I;

WHEREAS, the Secured Obligations secured by the Trademark Collateral have been repaid except as set forth in the Payoff Letter (as defined below); and

WHEREAS, pursuant to that certain Payoff Letter, dated as of September 12, 2022 by and among the Grantor, the other signatories party thereto and the Agent (the “Payoff Letter”), the Grantor has requested that the Agent, and the Agent has agreed to, among other things, (a) release any and all Security Interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement, (b) the reassignment to the Grantor of any and all right, title and interest that the Agent and the Secured Parties may have in the Trademark Collateral, and (c) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, for itself and for the benefit of and on behalf of the Secured Parties, does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate and cancel the Security Interest created under Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish, in its entirety, for the benefit of the Grantor, and their successors and assigns, its Security Interest in the Trademark Collateral, (c) discharge any and all rights, title and interest it has in and the Security Interest granted to the Agent in the Trademark Collateral, and (d) reassigns, grants and conveys to the Grantor any and all such right, title and interest that it may have in the applicable Trademark Collateral of the Grantor (including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto). The Agent agrees, or authorizes the Grantor (or their designees) on its and the Secured Parties’ behalf, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor or as otherwise reasonably necessary to

evidence the release and termination of the Agent's security interests in the Trademark Collateral, and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of Agent's rights under the Trademark Security Agreement, with respect to the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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

AGENT:

MCLARTY CAPTIAL PARTNERS SBIC II, L.P.

By:  _____

Name: Christopher Smith

Title: Co-Founder and President

SCHEDULE I

Owner	Mark	Jurisdiction	Application/Registration Number	Registration Date
Ultima Health Products, Inc.	ULTIMA	US	5098850	December 13, 2016
Ultima Health Products, Inc.	ULTIMA REPLENISHER	US	5098851	December 13, 2016
Ultima Health Products, Inc.	ULTIMA TODDLER FORMULA	US	5162455	March 14, 2017
Ultima Health Products, Inc.		US	6822478	August 16, 2022
Ultima Health Products, Inc.	ULTIMA REPLENISHER	Canada	TMA1068752 AN: 1783599	January 9, 2020

Trademark Licenses

None.