

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814768

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent		05/22/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECO INSECT SOLUTIONS, LLC		
<b>Street Address:</b>	7500 Alamo Road NW		
<b>City:</b>	Albuquerque		
<b>State/Country:</b>	NEW MEXICO		
<b>Postal Code:</b>	87120		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4841684	BYE BYE	
<b>Registration Number:</b>	3895895	BYE BYE ODOR	
<b>Registration Number:</b>	2752021	FLY PREDATORS	
<b>Registration Number:</b>	6236466	SPALDING LABORATORIES	
<b>Registration Number:</b>	3416177	THE LITTLE BUGS THAT DO A BIG JOB	
<b>Serial Number:</b>	87643649	BYE BYE INSECTS	
<b>Serial Number:</b>	87922201	BYE BYE INSECTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124808421		
<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>			
<b>Phone:</b>	2125741200		
<b>Email:</b>	trademarks@sewkis.com		
<b>Correspondent Name:</b>	Beth H. Alter/Seward & Kissel LLP		
<b>Address Line 1:</b>	One Battery Park Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Beth H. Alter		
<b>SIGNATURE:</b>	/Beth H. Alter/		

CH \$190.00 4841684

<b>DATE SIGNED:</b>	06/02/2023
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**Total Attachments: 5**

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TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT ("Termination and Release"), dated as of May 22, 2023, is made by MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent (the "Agent") in favor of ECO INSECT SOLUTIONS, LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Guaranty and Collateral Agreement (as defined below), the Credit Agreement (as defined in the Guaranty and Collateral Agreement) or the Trademark Security Agreement (as defined below), as applicable.

## WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement, dated as of December 31, 2020 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Collateral Agreement") by and among the Grantor, the other grantors from time to time party thereto and the Agent, the Grantor executed a Trademark Security Agreement, dated as of January 29, 2021 (the "Trademark Security Agreement") in favor of the Agent, which was recorded in the United States Patent and Trademark Office at Trademark Reel 7174, Frame 0318, pursuant to which the Grantor granted a security interest to the Agent, for the benefit of the Secured Parties, in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof.

WHEREAS, the Grantor has satisfied in full its obligations under the Credit Agreement, the Guaranty and Collateral Agreement and the Trademark Security Agreement and requests a release of the security interest in the Trademark Collateral granted thereunder; and WHEREAS, the Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to Grantor, in each case, as provided herein.

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

1. The Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of Grantor's right, title and interest in and to the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each Trademark and Trademark application, including, without limitation, any Trademark referred to in Schedule A, together any renewals thereof and all goodwill associated therewith; and

b) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark

referred to in Schedule A and any Trademark issued pursuant to a Trademark application referred to in Schedule A.

2. The Agent hereby assigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Agent's security interest contemplated hereby at Grantor's expense.


4. The Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

5. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

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

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Agent





By:   
Name: Matthew Bernstein  
Title: Managing Director

SCHEDULE A  
TO  
TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT

[See Attached]

SCHEDULE I

**TRADEMARK**  
**COLLATERAL**

Jurisdiction	Trademark	Application No.	Filing Date	Registration No.	Registration Date
Australia	BYE BYE INSECTS	1919630	12-Apr-2018	1919630	12-Apr-2018
Brazil	BYE BYE INSECTS (& Design) (For Humans)	914398142	12-Apr-2018	-	-
					
Canada	BYE BYE INSECTS	1,892,948	10-Apr-2018	-	-
European Union	BYE BYE INSECTS (& Design) (For Humans)	17901071	16-May-2018	17901071	13-Sep-2018 (registration effective 16-May-2018)
					
UK	BYE BYE INSECTS (& Design) (For Humans)	UK00917901071	16-May-2018	UK00917901071	13-Sep-2018 (registration effective 16-May-2018)
					
US	BYE BYE	83721550	3-Sep-2013	4841684	27-Oct-2015
US	BYE BYE INSECTS	87643649	12-Oct-2017	-	-
US	BYE BYE INSECTS (and Design)	87922201	15-May-2018	-	-
					
US	BYE BYE GODS	77644442	6-Jan-2009	3895898	28-Dec-2010
US	FLY PREDATORS	76370264	12-Feb-2012	2752021	19-Aug-2013
US	SPALDING LABORATORIES	88668989	25-Oct-2019	6236466	5-Jan-2021
US	THE LITTLE BUGS THAT DO A BIG JOB	78923126	8-Jul-2006	3416177	22-Apr-2008

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