

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST-CITIZENS BANK & TRUST COMPANY (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank))		09/12/2023	Bank: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	NEW LIFE SOLUTION, INC.		
Street Address:	177 HUNTINGTON AVENUE, SUITE 1703		
Internal Address:	PMB 25958		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02115		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85465688	MEQUILIBRIUM	
Serial Number:	85503781	MEQ	
Serial Number:	85503782	MY MEQ	
Serial Number:	86712754	TRAP IT, MAP IT, ZAP IT	
Serial Number:	90546402	RQX	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	16173417721		
Email:	michelle.bramwell@morganlewis.com		
Correspondent Name:	Michelle Bramwell		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		

CH \$140.00 85465688

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Michelle Bramwell

SIGNATURE: /Michelle Bramwell/

DATE SIGNED: 09/13/2023

Total Attachments: 8

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

This Termination and Release of Intellectual Property Security Agreement (this “IP Release”) is made as of September 12, 2023, by **FIRST-CITIZENS BANK & TRUST COMPANY** (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) (“Bank”) and **NEW LIFE SOLUTION, INC.** (“Grantor”).

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of September 20, 2021, by and between the Grantor and the Bank (as amended, modified or supplemented from time to time, the “IP Security Agreement”; capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the IP Security Agreement), Grantor granted to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (the “Intellectual Property Collateral”), including without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto, and all amendments, extensions, renewals, licenses or other rights to use (collectively, the “Copyrights”);
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto, and all amendments, extensions, renewals, licenses or other rights to use (collectively, the “Patents”);
- (e) 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 those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; 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.

WHEREAS, the IP Security Agreement was recorded with the United States Copyright Office on September 20, 2021 at Volume 15003 and Document Number 701 for the Copyrights listed on Exhibit A attached hereto;

WHEREAS, the IP Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on September 20, 2021 at Reel 057535, Frame 0317 for the Patents listed on Exhibit B attached hereto;

WHEREAS, the IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on September 20, 2021 at Reel 007426, Frame 0235 for the Trademarks listed on Exhibit C attached hereto; and

WHEREAS, the Grantor has requested that the Bank execute this IP Release in order to terminate and release the Bank's security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Release of Lien. The Bank hereby terminates the IP Security Agreement and hereby terminates, cancels and releases the security interest and all other liens and security interests that it has in, to and under the Intellectual Property Collateral, including, without limitation, (a) those Copyright registrations and applications referred to on Exhibit A attached hereto and all amendments, extensions or renewals thereof and (b) those Patent registrations and applications referred to on Exhibit B attached hereto and all amendments, extensions or renewals thereof and (c) all Trademark registrations and applications referred to on Exhibit C attached hereto and all amendments, extensions or renewals thereof, all goodwill associated therewith or symbolized thereby, all other assets, rights and interests that uniquely reflect or embody such goodwill and all renewals of the foregoing.
2. Authorization to Record. The Bank authorizes and requests that the United States Patent and Trademark Office, the United States Copyright Office and any applicable government officer record this IP Release.

3. Further Assurances. The Bank agrees to take all further actions and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this IP Release, at Grantor's sole cost and expense, and without representation or warranty by the Bank.

4. Governing Law. This IP Release is made under and shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this IP Release to be duly executed as of the date first written above.

**FIRST-CITIZENS BANK & TRUST
COMPANY (successor by purchase to the
Federal Deposit Insurance Corporation as
Receiver for Silicon Valley Bridge Bank,
N.A. (as successor to Silicon Valley
Bank)), as Bank**

DocuSigned by:
Hannah Heyliger
By: _____
Name: Hannah Heyliger
Title: Vice President

EXHIBIT A

Copyrights

Copyright Title	Registration No.	Registration Date
MEQUILIBRIUM: 14 Days to Cooler, Calmer, and Happier	TX0008028568	March 4, 2015

EXHIBIT B

Patents

Patent Title	Application No.	Filing Date
ONLINE PLATFORM FOR LIFESTYLE MANAGEMENT	13434150	3/29/2012

EXHIBIT C

Trademarks

Trademark Title	Registration No./ Serial No.	Registration Date/ Filing Date
MEQUILIBRIUM	US Serial No. 85465688	2/5/2013
MEQ	US Serial No. 85503781	1/29/2013
MY MEQ	US Serial No. 85503782	1/29/2013
TRAP IT, MAP IT, ZAP IT	US Serial No. 86712754	3/8/2016
RQX	US Serial. No. 90546402	2/25/2021
RESILIO	US Reg. No. 79239051	9/3/2019

EXHIBIT D

Mask Works

NONE.

DB1/ 140907583.4