

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MASSACHUSETTS BUSINESS DEVELOPMENT CORPORATION		10/02/2023	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	GREEN RABBIT HOLDINGS, INC.		
Street Address:	135 LUNDQUIST DRIVE		
City:	BRAintree		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5795322	GREEN RABBIT	
Registration Number:	5929826	SNACK BOX PROS	
Registration Number:	6221137	BREAK BOX	
Registration Number:	5390619	MYTHICAL SWEETS	
Registration Number:	5917691	CYBER SWEETZ	
Registration Number:	6036990	CANDYHILLS	
Serial Number:	90001606	CLEARLY SMART	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	12027762046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004		
ATTORNEY DOCKET NUMBER:	338900-106		

CH \$190.00 5795322

NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	10/10/2023
Total Attachments: 3 source=Green Rabbit - MBDC IPSA Termination#page1.tif source=Green Rabbit - MBDC IPSA Termination#page2.tif source=Green Rabbit - MBDC IPSA Termination#page3.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of October 2, 2023, by and among The Massachusetts Business Development Corporation, a Massachusetts corporation (the “**Secured Party**”), in favor of Green Rabbit Holdings, Inc., a Delaware corporation (the “**Grantor**”).

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of March 30, 2023 (as amended, supplemented or modified from time to time, the “**Credit Agreement**”) between the Grantor and the Secured Party, the Grantor executed and delivered to the Secured Party that certain Trademark Security Agreement, dated March 30, 2023 (the “**IP Security Agreement**” and, together with the Credit Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 008033, Frame 0843 on April 4, 2023; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to the Collateral (as defined in the IP Security Agreement), including the trademarks and trademark applications listed on Schedule A hereto (collectively, the “**Trademark Collateral**”).


2. Further Assurances. Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance (at Grantor’s expense), including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release. Grantor and its successors, assigns and legal representatives are hereby authorized to file this Release with the United States Patent and Trademark Office.

3. Governing Law. This Release 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.

[SIGNATURE PAGE FOLLOWS]

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

THE MASSACHUSETTS BUSINESS
DEVELOPMENT CORPORATION,
as Secured Party

By: 

Name: Caitlin Martell Hamor

Title: Vice President

Address for Notices:
500 Edgewater Drive, Suite 555
Wakefield, MA 01880

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTERED TRADEMARKS (USA)

Trademark	Registration No.	Issue Date
GREEN RABBIT	5795322	7/2/2019
SNACK BOX PROS	5929826	12/10/2019
BREAK BOX	6221137	12/15/2020
MYTHICAL SWEETS	5390619	1/30/2018
CYBER SWEETZ	5917691	11/26/2019
CANDY HILLS	6036990	4/21/2020

REGISTRATION PENDING FOR TRADEMARKS (USA)

Trademark	Serial No.	Filing Date
CLEARLY SMART	90001606	6/15/2020