

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC (as successor to The Northwestern Mutual Life Insurance Company),		12/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VerdeGo, LLC		
Street Address:	1200 Main Street		
Internal Address:	42nd Floor		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64105		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3302348	VERDEGO	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464727		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	43519-57		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	/Hayley Smith/		
DATE SIGNED:	12/17/2023		
Total Attachments: 3			

CH \$40.00 3302348

source=Alter Domus VerdeGo LLC Release 7225-0370#page1.tif

source=Alter Domus VerdeGo LLC Release 7225-0370#page2.tif

source=Alter Domus VerdeGo LLC Release 7225-0370#page3.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of December 12, 2023 (this “Release”), is made by Alter Domus (US) LLC (as successor-by-appointment to The Northwestern Mutual Life Insurance Company), as Administrative Agent (“Administrative Agent”) in favor of VerdeGo, LLC, a Florida limited liability company (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated August 30, 2019 (as amended, modified, extended or restated from time to time, the “Security Agreement”) by and among the Grantor, Administrative Agent, and other parties party thereto, the Grantor granted to the Administrative Agent, for the benefit of the Lender Parties, a continuing security interest in any and all right, title and interest of the Grantor in and to all Trademarks; and

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Trademark Security Agreement dated as of March 17, 2021 which was recorded at the United States Patent and Trademark Office (“USPTO”) on March 18, 2021 at Reel 7225 Frame 0370 (the “TSA”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Lender Parties, and the Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Lender Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in any and all right, title and interest of the Grantor in and to the Trademarks listed on Schedule A attached hereto (collectively, “Released Trademarks”) granted pursuant to the Security Agreement or TSA;

(b) assigns, transfers and conveys any and all right, title or interest of the Administrative Agent in such Released Trademarks to the Grantor; and

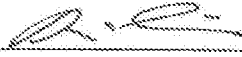
(c) authorizes the recordation of this Release with the USPTO at the Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Lender Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

ALTER DOMUS (US) LLC, as Administrative Agent

By: 

Name: Pinju Chiu

Title: Associate Counsel

Schedule A

U.S. Trademarks Subject to Security Interest

Granted by VerdeGo, LLC

In Favor of Alter Domus (US) LLC (as successor-by-appointment to The Northwestern Mutual Life Insurance Company), as Administrative Agent, Recorded March 18, 2021 at Reel 007225 Frame 0370

1. Registered Trademarks:

Trademark Registration #	Trademark	Filing Date	Date Registered	Country	Owner
3302348	VERDEGO	06/15/2006	10/02/2007	USA	VerdeGo, LLC

2. Trademark Applications:

None.