

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI145266

<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>
JPMorgan Chase Bank, N.A.. as administrative agent		03/25/2024	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Kitu Life, Inc.		
<b>Street Address:</b>	1005 E St Elmo Rd, Building 1		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78745		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90692589	ADD SOMETHING POSITIVE	
<b>Serial Number:</b>	87908804	KITU	
<b>Serial Number:</b>	88384132	POSITIVE ENERGY	
<b>Serial Number:</b>	88384145	POSITIVE ENERGY PROJECT	
<b>Serial Number:</b>	90471278		
<b>Registration Number:</b>	5241368	FOCUS FOR YOUR MIND. ENERGY FOR YOUR BODY.	
<b>Registration Number:</b>	6050905	KITU SUPER COFFEE	
<b>Registration Number:</b>	6045368	KITU SUPER CREAMER	
<b>Registration Number:</b>	6228819	KITU SUPER ESPRESSO	
<b>Registration Number:</b>	5562120	SUNNIVA	
<b>Registration Number:</b>	5504600	SUNNIVA SUPER COFFEE	
<b>Registration Number:</b>	5980735	SUPER COFFEE	
<b>Registration Number:</b>	5783843	SUPER CREAMER	
<b>Registration Number:</b>	6149741	SUPER ESPRESSO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2148558200		
<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>			

OP \$365.00.00 90692589

**Phone:** (214)855-8000  
**Email:** chris.andersen@nortonrosefulbright.com  
**Correspondent Name:** Christian Ralph Andersen  
**Address Line 1:** 2200 Ross Avenue, Suite 3600  
**Address Line 4:** Dallas, TEXAS 75201

**NAME OF SUBMITTER:** CHRISTIAN ANDERSEN

**SIGNATURE:** CHRISTIAN ANDERSEN

**DATE SIGNED:** 04/12/2024

**Total Attachments: 7**

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

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS (this “Release”) is made as of March 25, 2024, by JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent under (and as defined in) the Credit Agreement defined below (in such capacity, the “Agent”) for the benefit of KITU SUPER BRANDS, INC., a Delaware corporation (“Holdings”), and KITU LIFE, INC., a Delaware corporation (together with Holdings, collectively, the “Grantors”, and each individually a “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as defined below) or the Intellectual Property Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Grantors and the Agent are parties to that certain (i) Credit Agreement dated as of December 22, 2021 (as it may be amended, restated, amended and restated, modified, supplemented, renewed or extended from time to time, the “Credit Agreement”); and (ii) Intellectual Property Security Agreement, dated as of December 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), pursuant to which the Grantors have granted to the Agent for the benefit of the Lenders a lien on and security interest in all of the right, title and interest of the Grantors in, to and under the Collateral (as defined in the Intellectual Property Security Agreement), including, without limitation, the Patents set forth on Schedule A hereto, the Trademarks set forth on Schedule B hereto and the Copyrights set forth on Schedule C hereto; and

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on December 22, 2021, at Reel 7539 and Frame 0272; and

WHEREAS, Grantors have requested that the Agent release, and the Agent is willing to release, its lien on and security interest in and to all other right, title, and interest it may have in, to and under the Collateral, including, without limitation, the Patents set forth on Schedule A hereto, the Trademarks set forth on Schedule B hereto and the Copyrights set forth on Schedule C hereto.

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

1. The Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Credit Agreement or Intellectual Property Security Agreement to the Collateral, including, without limitation, the Patents set forth on Schedule A hereto, the Trademarks set forth on Schedule B hereto and the Copyrights set forth on Schedule C hereto, the goodwill of the business symbolized by the Collateral and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Agent in such

Collateral shall hereby terminate, cease and become void. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in the Collateral to the Grantors.

2. The Agent, on behalf of itself and the Lenders, does hereby terminate and cancel the Intellectual Property Security Agreement.

3. The Agent shall take all further actions, on behalf of itself and the Lenders, and provide to the Grantors and their respective successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantors, and at the Grantors' cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

**IN WITNESS WHEREOF**, the Agent has caused this Termination and Release of Intellectual Property Security Agreements to be executed by its duly authorized officer as of the date first written above.

**AGENT:**

**JPMORGAN CHASE BANK, N.A.**, as  
Administrative Agent

By: Matthew Harmon

Name: Matthew Harmon

Title: Authorized Officer

**Schedule A**

*Patents*

None.

*Patent Applications*

None.

**Schedule B**

*Trademarks*

<b>Trademark</b>	<b>Owner</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
FOCUS FOR YOUR MIND. ENERGY FOR YOUR BODY.	Kitu Life, Inc.	US	87266654	12-13-2016	5241368	7-11-2017
KITU SUPER COFFEE	Kitu Life, Inc.	US	88384183	4-12-2019	6050905	5-12-2020
KITU SUPER CREAMER	Kitu Life, Inc.	US	88384191	4-12-2019	6045368	5-5-2020
KITU SUPER ESPRESSO	Kitu Life, Inc.	US	88384171	4-12-2019	6228819	12-22-2020
SUNNIVA	Kitu Life, Inc.	US	87489481	6-14-2017	5562120	9-11-2018
SUNNIVA SUPER COFFEE & Design	Kitu Life, Inc.	US	87489493	6-14-2017	5504600	6-26-2018
SUPER COFFEE	Kitu Life, Inc.	US	88173610	10-29-2018	5980735	2-11-2020
SUPER CREAMER	Kitu Life, Inc.	US	87899519	4-30-2018	5783843	6-18-2019
SUPER ESPRESSO	Kitu Life, Inc.	US	88384169	4-12-2019	6149741	9-8-2020

*Trademark Applications*

<b>Trademark</b>	<b>Status</b>	<b>Country</b>	<b>Applicant</b>	<b>Application Number</b>	<b>Application Date</b>
ADD SOMETHING POSITIVE	Active	US	Kitu Life, Inc.	90692589	5-5-2021
KITU	Inactive	US	Kitu Life, Inc.	87908804	5-4-2018
POSITIVE ENERGY (SUSPENDED)	Inactive	US	Kitu Life, Inc.	88384132	4-12-2019
POSITIVE ENERGY PROJECT (SUSPENDED)	Inactive	US	Kitu Life, Inc.	88384145	4-12-2019
Super Coffee Diagonal Line Trade Dress (Device Only)	Active	US	Kitu Life, Inc.	90471278	1-18-2021



**Schedule C**

*Copyrights*

None.