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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI168019

NATURE OF CONVEYANCE: Release (Reel 7514 / Frame 0461)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Audax Private Debt LLC		04/15/2024	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Company Name:	good2grow LLC		
Street Address:	2859 Paces Ferry Road, Suite 2100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	4805344	GOOD2GROW JUICY WATERS
Registration Number:	4889860	GOOD2 GROW
Registration Number:	3959603	WE BOTTLE HEALTHY FUN!
Registration Number:	5473613	GOOD2 GROW
Registration Number:	5765003	GOOD2WIN
Registration Number:	5951093	PODZ
Registration Number:	4516503	GOOD2GROW
Registration Number:	6074923	GOOD2GROW
Registration Number:	6374383	BRING HOME A SMILE
Registration Number:	6449932	GOOD2GROW
Registration Number:	2643602	TUMMYTICKLER
Registration Number:	2975625	

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 8007130755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

TRADEMARK

REEL: 008398 FRAME: 0888

900848156

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	04/16/2024

## **Total Attachments: 4**

source=04. Good2Grow 2L Payoff (April 2024)- Termination of Trademark Security Agreement#page1.tif source=04. Good2Grow 2L Payoff (April 2024)- Termination of Trademark Security Agreement#page2.tif source=04. Good2Grow 2L Payoff (April 2024)- Termination of Trademark Security Agreement#page3.tif source=04. Good2Grow 2L Payoff (April 2024)- Termination of Trademark Security Agreement#page4.tif

TRADEMARK REEL: 008398 FRAME: 0889

### TERMINATION OF TRADEMARK SECURITY AGREEMENT

This TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Termination"), dated as of April 15, 2024, is made by AUDAX PRIVATE DEBT LLC, a Delaware limited liability company, in its capacity as Collateral Agent for the benefit of the Lenders (the "Agent"), in favor of good2grow LLC, a Delaware limited liability company (the "Grantor"). Unless otherwise defined herein, capitalized terms used in this Termination shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Agent entered into that certain Trademark Security Agreement, dated as of December 1, 2021 and recorded with the United States Patent and Trademark Office on December 1, 2021 at reel/frame 7514/0461 (the "Trademark Grant");

WHEREAS, pursuant to (i) that certain Second Lien Security Agreement, dated as of December 1, 2021 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time through the date hereof, the "Security Agreement"), by and among the Grantors party thereto from time to time and the Agent and (ii) the Trademark Grant, the Grantor pledged and granted to the Agent a security interest in and to and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including those Owned Trademarks listed on Exhibit A attached hereto; and

WHEREAS, the Agent has agreed to terminate, release and discharge its security interest in and to and lien on all right, title and interest of the Grantor in, to and under the Trademark Collateral and reassign any and all such right title and interest to the Grantor.

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 hereby terminates the Trademark Grant, and terminates, cancels, releases and discharges all of its mortgages, liens, and security interests in, to and on all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including the Owned Trademarks, and hereby reassigns, without any representation, warranty, or recourse whatsoever, any and all such right, title and interest to the Grantor.
- 2. This Termination may be filed with the United States Patent and Trademark Office to evidence Agent's release of the security interest against such Trademark Collateral.
- 3. THIS TERMINATION SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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TRADEMARK
REEL: 008398 FRAME: 0890

AUDAX PRIVATE DEBT LLC, as Agent

Name: Blake Loweth

Title: Authorized Signatory

# **EXHIBIT A**

# $\underline{\mathsf{Trademarks}}$

Trademark	Registration Date	Registration Number	Owner
Hademark	registration bate	registration Number	OWNE
GOOD2GROW JUICY WATERS	September 1, 2015	4805344	good2grow LLC
GOOD2 GROW	January 19, 2016	4889860	good2grow LLC
WE BOTTLE HEALTHY FUN!	May 10, 2011	3959603	good2grow LLC
GOOD2 GROW	May 22, 2018	5473613	good2grow LLC
GOOD2WIN	May 28, 2019	5765003	good2grow LLC
PODZ	December 31, 2019	5951093	good2grow LLC
GOOD2GROW	April 15, 2014	4516503	good2grow LLC
GOOD2GROW and Design	June 9, 2020	6074923	good2grow LLC
good2 grow			
BRING HOME A SMILE	June 1, 2021	6374383	good2grow LLC
GOOD2GROW	August 10, 2021	6449932	good2grow LLC
TUMMYTICKLER	October 29, 2002	2643602	good2grow LLC
Design Only	July 26, 2005	2975625	good2grow LLC
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RN: SN: 78229272			

**RECORDED: 04/16/2024** 

TRADEMARK REEL: 008398 FRAME: 0892