

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7970841

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIRECT PACK, INC., AS SECURED PARTY	05/23/2023
RECEIVING PARTY DATA	
Name:	ORGANICGIRL, LLC
Street Address:	10500 NE 8TH STREET
Internal Address:	SUITE 1550
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98004
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D673447
Patent Number:	D646564
Patent Number:	D636258
CORRESPONDENCE DATA	
Fax Number:	(704)331-1159
<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:	7043311000
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com
Correspondent Name:	MOORE & VAN ALLEN PLLC
Address Line 1:	100 NORTH TRYON STREET
Address Line 2:	SUITE 4700, ATTN: IP DEPARTMENT
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	038383.000081
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/
DATE SIGNED:	05/24/2023
Total Attachments: 4	
source=TR-PSA - Direct Pack, Inc., as Secured Party to organicgirl, LLC#page1.tif	

source=TR-PSA - Direct Pack, Inc., as Secured Party to organicgirl, LLC#page2.tif
source=TR-PSA - Direct Pack, Inc., as Secured Party to organicgirl, LLC#page3.tif
source=TR-PSA - Direct Pack, Inc., as Secured Party to organicgirl, LLC#page4.tif

TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT

This TERMINATION AND RELEASE OF PATENT SECURITY AGREEMENT (this "*Release*") is made as of May 23, 2023, between ORGANICGIRL, LLC, a California limited liability company ("*Borrower*"), and DIRECT PACK, INC., a Delaware corporation (the "*Secured Party*") as defined in the Secured Promissory Note referred to below).

WHEREAS, Borrower and Secured Party had entered into that certain Secured Promissory Note dated as of December 6, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "*Secured Promissory Note*"). Terms defined in the Secured Promissory Note not otherwise defined herein are used herein as defined in the Secured Promissory Note.

WHEREAS, pursuant to the terms of the Secured Promissory Note, the Borrower granted to Secured Party a security interest in certain of its intellectual property of the Borrower, and executed and delivered to Secured Party a Patent Security Agreement dated February 7, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*"), which Patent Security Agreement was recorded with the United States Patent and Trademark Office (the "*USPTO*") on February 10, 2020 at Reel/Frame No. 051868/0400.

WHEREAS, Borrower was misidentified as a Delaware limited liability company, in the Patent Security Agreement recorded at Reel/Frame No. 051868/0400. Borrower is and always has been a California limited liability company.

WHEREAS, pursuant to and in conjunction with the Secured Promissory Note and Patent Security Agreement, Borrower granted Secured Party a security interest in all of Borrower's right, title and interest in and to the Patent Collateral (as defined in the Patent Security Agreement), including, without limitation, the Patents identified on Schedule A attached hereto (the "*Released Patents*"), and pledged and mortgaged (but did not transfer title to) such Released Patents to Secured Party; and

WHEREAS, the Secured Party acknowledges and agrees that the Secured Promissory Note has been terminated or expired and has agreed to terminate, cancel, discharge and release all of its rights in the Released Patents secured by the Secured Promissory Note and the Patent Security Agreement, including, without limitation, reconveyance of any and all of the rights and interests of Secured Party that were pledged and mortgaged (but without the transfer of title) in and to the Released Patents to Secured Party.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, and pursuant to the terms and conditions set forth in this Release, Secured Party hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Secured Promissory Note and Patent Security Agreement.

SECTION 2. TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Effective as of the date set forth above, Secured Party hereby terminates and releases in its entirety all security interests in the Patent Collateral, including

the Released Patents and any lien or security interest granted pursuant to the Patent Security Agreement, and Secured Party hereby assigns, reconveys and transfers to Borrower, without any representation, warranty, or recourse whatsoever, Secured Party's entire right, title, claim and interest in and to Patent Collateral, including the Released Patents.

SECTION 3. RECORDATION. Secured Party hereby authorizes and requests the Commissioner for Patents and any other government officials to record and register this Release with the United States Patent and Trademark Office and any other applicable registry, as applicable, upon request by Borrower. Secured Party acknowledges that this Release may be filed along with any other necessary documentation with the United States Patent and Trademark Office or any other governmental office to evidence the release granted herein at the sole expense of the Borrower.

SECTION 4. FURTHER ASSURANCE. Secured Party hereby agrees to, at the sole expense of Borrower, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the lien and security interest in the Patent Collateral, including the Released Patents contemplated hereby.

SECTION 5. MODIFICATION. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

SECTION 6. EXECUTION. Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file or DocuSign) shall be effective as delivery of an original signature.

SECTION 7. GOVERNING LAW. THIS RELEASE SHALL BE SUBJECT TO PROVISIONS REGARDING GOVERNING LAW SET FORTH IN THE SECURED PROMISSORY NOTE AND PATENT SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

(Signature follows on next page)

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

DIRECT PACK, INC, as Secured Party

By: 

Name: TC Cheong

Title: Executive Vice President and Chief
Financial Officer

Date: 5/23/23

SCHEDULE A – PATENTS

Jurisdiction	Serial Number	Registration / Grant or Application Date	Title
United States	D673,447	1 JAN 2013	Container
United States	D646,564	1 OCT 2011*	Container
United States	D636,258	19 APR 2011*	Container

*Subject to Terminal Disclaimer.