

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI198632

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Termination of Patent Security Agreement at Reel 058293 / Frame 0882
RESUBMIT DOCUMENT ID:	508496722
CONVEYING PARTY DATA	
Name	Execution Date
Audax Private Debt LLC	04/15/2024
RECEIVING PARTY DATA	
Company Name:	good2grow LLC
Street Address:	2859 Paces Ferry Road, Suite 2100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29663253
Application Number:	29663240
CORRESPONDENCE DATA	
Fax Number:	
<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>	
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Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	04/29/2024
Total Attachments: 4	
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TERMINATION OF PATENT SECURITY AGREEMENT

This TERMINATION OF PATENT 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 Patent Security Agreement (as defined below).

WHEREAS, the Grantor and the Agent entered into that certain Patent 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 058293/0882 (the “Patent 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 Patent 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 Patent Collateral, including those Owned Patents 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 Patent 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 Patent 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 Patent Collateral, including the Owned Patents, 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 Patent 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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AUDAX PRIVATE DEBT LLC,
as Agent

By: Blake Loweth
Name: Blake Loweth
Title: Authorized Signatory

EXHIBIT A

Patents and Patent Applications

I. Registered Patents

<u>Title</u>	<u>App No.</u>	<u>App. Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Lid	29/663,253	9/13/2018	D913,791	3/23/2021
Bottle	29/663,240	9/13/2018	D874,935	2/11/2020