

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455191

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 5647/0549

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		12/18/2017	Chartered Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Sundial Brands LLC
Street Address:	11 Ranick Drive South
City:	Amityville
State/Country:	NEW YORK
Postal Code:	11701
Entity Type:	Limited Liability Company: NEW YORK
Name:	Madame C.J. Walker Enterprises, LLC
Street Address:	11 Ranick Drive South
Internal Address:	c/o Sundial Brands LLC
City:	Amityville
State/Country:	NEW YORK
Postal Code:	11701
Entity Type:	Limited Liability Company: NEW YORK
Name:	Nyakio, LLC
Street Address:	11 Ranick Drive South
Internal Address:	c/o Sundial Brands LLC
City:	Amityville
State/Country:	NEW YORK
Postal Code:	11701
Entity Type:	Limited Liability Company: NEW YORK

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	76712694	SUNDIAL CREATIONS
Registration Number:	4753642	SUNDIAL BRANDS
Registration Number:	4753641	SUNDIAL
Registration Number:	4094893	SHEA MOISTURE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4085492	NUBIAN HERITAGE
Serial Number:	86737683	DEMOCRATIZATION OF BEAUTY
Serial Number:	86737699	DEMOCRATIZATION OF HAIR
Serial Number:	86737963	KINKY CURLY COILY ME!
Serial Number:	86737727	LOVE OF NATURE
Serial Number:	86737774	NUBIAN HERITAGE
Serial Number:	86737788	NUBIAN HERITAGE
Serial Number:	86737754	SHEA MOISTURE
Serial Number:	86737743	SHEA MOISTURE
Registration Number:	1097133	MW MADAM C.J. WALKER
Registration Number:	2300025	MADAME C. J. WALKER
Registration Number:	4732051	NYAKIO
Registration Number:	4411297	NYAKIO
Registration Number:	2856415	NYAKIO

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 43298-2-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 12/19/2017

Total Attachments: 10

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of December 18, 2017, by GOLDMAN SACHS BANK USA, as Collateral Agent (“Collateral Agent”), in favor of SUNDIAL BRANDS LLC, a New York limited liability company (“Sundial”), MADAME C.J. WALKER ENTERPRISES, LLC, a New York limited liability company (“Madame”) and NYAKIO, LLC, a New York limited liability company (“Nyakio” and together with Sundial and Madame, the Grantors”).

Reference is made to that certain Payoff Letter, dated as of December 18, 2017, by and among the Administrative Agent, the Collateral Agent, Sundial Group Holdings LLC, Sundial Group LLC, and the other parties thereto.

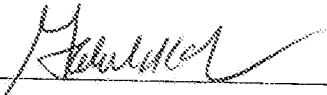
FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Collateral Agent hereby terminates and releases the Trademark Security Agreements (as defined below) and all liens and security interests granted by the Grantors in favor of the Collateral Agent pursuant to the Trademark Security Agreements, including (without limitation) all of its right, title and interest in, to and under the (i) Trademarks (as defined in the 2017 Trademark Security Agreement, as defined below) (including those Trademarks listed in Schedule A attached hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (as defined in the 2017 Trademark Security Agreement), pursuant to that certain Grant of Security Interest in Trademarks, dated as of August 15, 2017, by and among Collateral Agent and the Grantors (the “2017 Trademark Security Agreement”), executed by the Grantors in favor of Collateral Agent and recorded with the United States Patent and Trademark Office on August 15, 2017 at Reel/Frame 6129/0870 and (ii) the Trademarks (as defined in the 2015 Trademark Security Agreement, as defined below) (including those Trademarks listed in Schedule B attached hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (as defined in the 2015 Trademark Security Agreement), pursuant to that certain Grant of Security Interest in Trademarks, dated as of October 19, 2015, by and among Collateral Agent and the Grantors (the “2015 Trademark Security Agreement” and together with the 2017 Trademark Security Agreement, collectively, the “Trademark Security Agreements”), executed by the Grantors in favor of Collateral Agent and recorded with the United States Patent and Trademark Office on October 19, 2015 at Reel/Frame 5647/0549.

The Collateral Agent hereby acknowledges that this document may be filed, along with any other necessary documentation, with the United States Patent and Trademark Office to evidence the termination and release granted herein. The Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence the terminations and releases effectuated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has executed this Release as of the date first written above.

GOLDMAN SACHS BANK USA,

By: 

Name: _____ Gabriel Jacobson

Title: _____ Authorized Signatory

TRADEMARK



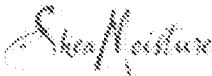

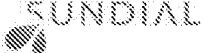
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Schedule A


See attached.

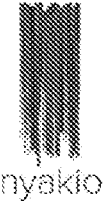
SCHEDULE A

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

SUNDIAL BRANDS LLC - United States Trademark Registrations and Applications			
Country	Mark	App./Reg. No.	App./Reg. Date
United States	DOOBOP	85/982135	4/9/2013
		4565484	7/8/2014
United States	EVERYBODY GETS LOVE	87/323617	2/3/2017
United States	NUBIAN HERITAGE	86/737774	08/26/2015
		5153687	3/7/2017
United States	NUBIAN HERITAGE and Design 	76/707533	5/9/2011
		4085492	01/17/2012
United States	NUBIAN HERITAGE and Design 	86/737788	08/26/2015
		5153688	3/7/2017
United States	SHEA MOISTURE	86/737754	08/26/2015
		5163883	3/21/2017
United States	SHEA MOISTURE (Stylized) 	76/707547	5/9/2011
		4094893	02/07/2012
United States	SHEA MOISTURE (Stylized) 	86/737743	08/26/2015
		5153686	3/7/2017
United States	SHEAGIRL	87/317969	1/30/2017
United States	SUNDIAL and Design 	76/712691	10/22/2012
		4753641	06/16/2015

SUNDIAL BRANDS LLC - United States Trademark Registrations and Applications			
<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	SUNDIAL BRANDS and Design 	76/712693	10/22/2012
		4753642	06/16/2015

MADAME C.J. WALKER ENTERPRISES, LLC - United States Trademark Registrations and Applications			
<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	MADAM C.J. WALKER Logo 	73/144654	10/14/1977
		1097133	7/25/1978
United States	MADAME C.J. WALKER	75/596468	11/27/1998
		2300025	12/14/1999






NYAKIO LLC - United States Trademark Registrations and Applications			
<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	NYAKIO and Brush Strokes Design 	85/869873	3/7/2013
		4732051	5/5/2015
United States	NYAKIO	77/788816	7/24/2009
		4411297	10/1/2013
United States	NYAKIO	76395127	4/12/2002
		2856415	6/22/2004



Schedule B

See attached.


SCHEDULE B

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

SUNDIAL BRANDS LLC - UNITED STATES SUNDIAL TRADEMARK REGISTRATIONS AND APPLICATIONS			
Country	Mark	App./Reg. No.	App./Reg. Date
United States	SUNDIAL CREATIONS 	76/712694	10/22/2012
United States	SUNDIAL BRANDS 	76/712693 4,753,642	10/22/2012 06/16/2015
United States	SUNDIAL 	76/712691 4,753,641	10/22/2012 06/16/2015
United States	SHEA MOISTURE 	76/707547 4,094,893	5/9/2011 02/07/2012
United States	NUBIAN HERITAGE 	76/707533 4,085,492	5/9/2011 01/17/2012
United States	DEMOCRATIZATION OF BEAUTY	86737683	08/26/2015
United States	DEMOCRATIZATION OF HAIR	86737699	08/26/2015
United States	KINKY CURLY COILY ME!	86737963	08/26/2015
United States	LOVE OF NATURE	86737727	08/26/2015
United States	NUBIAN HERITAGE	86737774	08/26/2015

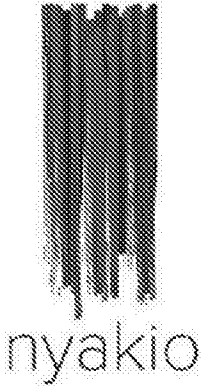
United States	NUBIAN HERITAGE and design 	86737788	08/26/2015
United States	SHEA MOISTURE	86737754	08/26/2015
United States	SHEA MOISTURE stylized 	86737743	08/26/2015

MADAME C.J. WALKER ENTERPRISES, LLC - UNITED STATES SUNDIAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	MADAM C.J. WALKER LOGO 	73/144654 1097133	10/14/1977 7/25/1978
United States	MADAME C.J. WALKER	75/596468 2300025	11/27/1998 12/14/1999

NYAKIO LLC - UNITED STATES SUNDIAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>App./Reg. No.</u>	<u>App./Reg. Date</u>
United States	NYAKIO & Brush strokes design	<u>85869873</u> <u>4732051</u>	2015-May-05

			
United States	<u>NYAKIO</u>	<u>77788816</u> <u>4411297</u>	2013-Oct-01
United States	<u>NYAKIO</u>	<u>76395127</u> <u>2856415</u>	2004-Jun-22