

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455493

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Patents and Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank		12/15/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BestSweet Inc.		
<b>Street Address:</b>	137 Bestco Lane		
<b>City:</b>	Mooresville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28155		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2750886	BESTSWEET	
<b>Registration Number:</b>	2754090	BESTHEALTH	
<b>Registration Number:</b>	3159287	MENTHOLIZER	
<b>Registration Number:</b>	3160441	WORKS LIKE A TABLET, TASTES LIKE A TREAT	
<b>Registration Number:</b>	3184771	FRUIT ICE	
<b>Registration Number:</b>	3278308	XLR	
<b>Registration Number:</b>	3640659	BEE M.D.	
<b>Registration Number:</b>	3606446	VERGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>			
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0081527-000099		

CH \$215.00 2750886

<b>NAME OF SUBMITTER:</b>	Michael L. Dever
<b>SIGNATURE:</b>	/Michael L. Dever/
<b>DATE SIGNED:</b>	12/20/2017
<b>Total Attachments: 5</b> source=fifth third-bestsweet release of patents and trademarks 12.15.17#page1.tif source=fifth third-bestsweet release of patents and trademarks 12.15.17#page2.tif source=fifth third-bestsweet release of patents and trademarks 12.15.17#page3.tif source=fifth third-bestsweet release of patents and trademarks 12.15.17#page4.tif source=fifth third-bestsweet release of patents and trademarks 12.15.17#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS**, dated as of December 15, 2017 ("Release"), is made by Fifth Third Bank., as Administrative Agent ("Administrative Agent") in favor of BestSweet Inc., a New Jersey corporation ("Grantor").

**WHEREAS**, Grantor, Administrative Agent and other grantors from time to time are parties to that certain Guaranty and Security Agreement dated as of August May 4, 2011 (as amended, restated, modified and/or supplemented from time to time, the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, to secure the satisfactory performance and payment of all the Secured Obligations for the benefit of the holder of such Secured Obligations (the "Secured Parties"), the Notices of Grant of Security Interest in Patents and Trademarks recorded at the United States Patent and Trademark Office ("USPTO") (i) at the Trademark division on May 5, 2011 at Reel/Frame: 4534/0741 and (ii) at the Patent division on May 5, 2011 at Reel/Frame: 026227/0449 ("Notices");

**WHEREAS**, pursuant to the Notices, Grantor assigned and granted to the Administrative Agent in conjunction with the security interest granted under the Security Agreement, a security interest in all right, title and interest of Grantor in and to all Marks, Patents, Proceeds of the foregoing, the goodwill of the businesses with which the Marks are associated, and all causes of action arising prior to or after the date of the Notices for infringement of any of the Marks and Patents or unfair competition regarding the same (collectively, "Patents and Trademark Collateral"); and

**WHEREAS**, the Administrative Agent wishes to release its security interest in the Patents and Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notices.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in and lien upon all the Patents and Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A and Schedule B attached hereto, granted pursuant to the Security Agreement or Notices, and assigns, transfers and conveys to the Grantor any and all right, title or interest in or to the Patents and Trademark Collateral that the Administrative Agent may hold including any goodwill of the business connected with the use of, or symbolized by such Patents and Trademark Collateral;

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense; and

(c) agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without

limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Patents and Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

by Fifth Third Bank., as Administrative Agent

By: Jodie R. Ayres

Name: JODIE R. AYRES

Title: VICE PRESIDENT

TRADEMARK

REEL: 006234 FRAME: 0682

Schedule A

TRADEMARKS

Trademark	Application/ Registration Number	Date of Application/ Registration	Class	Owner
BESTSWEET	2750886	08/12/2003	Int. 30	BestSweet Inc.
BESTHEALTH	2754090	08/19/2003	Int. 5	BestSweet Inc.
MENTHOLIZER	3159287	10/17/2006	Int. 5	BestSweet Inc.
WORKS LIKE A TABLET, TASTES LIKE A TREAT	3160441	10/17/2006	Int. 5	BestSweet Inc.
FRUIT ICE	3184771	12/12/2006	Int. 5	BestSweet Inc.
XLR	3278308	08/14/2007	Int. 30	BestSweet Inc.
BEE M.D.	3640659	6/16/2009	Int. 5	BestSweet Inc.
VERGE	3606446	04/14/2009	Int. 30	BestSweet Inc.

TRADEMARK APPLICATIONS

Trademark	Application/ Registration Number	Date of Application/ Registration	Class	Owner
Perfect Dose	85135262	09/22/2010	Int. 5	BestSweet Inc.

TRADEMARK LICENSES

None.

Schedule B

REGISTERED PATENTS

None.

PATENT APPLICATIONS

<u>Patent Application</u>	<u>Application Number</u>	<u>Application Date</u>
A hard coated confectionary having a consumable soft chewing core with an active and method for making same.	11/772,631	07/02/2007

PATENT LICENSES

None.