

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME NO. 5744/0573		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEBSTER BANK		07/03/2018	NATIONAL ASSOCIATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	LITTLE SPROUTS, LLC		
Street Address:	354 MERRIMACK STREET, BUILDING 1, SUITE 270		
City:	LAWRENCE		
State/Country:	MASSACHUSETTS		
Postal Code:	01843		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4529557	BUDDING SCHOLARS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	061979-1		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	07/03/2018		
Total Attachments: 4			
source=LS - Release of Security Interest in Trademarks (EXECUTED) (002)#page1.tif			
source=LS - Release of Security Interest in Trademarks (EXECUTED) (002)#page2.tif			
source=LS - Release of Security Interest in Trademarks (EXECUTED) (002)#page3.tif			
source=LS - Release of Security Interest in Trademarks (EXECUTED) (002)#page4.tif			

OP \$40.00 4529557

RELEASE OF SECURITY INTEREST IN TRADEMARKS

July 3, 2018

WHEREAS, LS HOLDING COMPANY I, LLC, a Delaware limited liability company, LS MERGER SUB, LLC, a Delaware limited liability company, LITTLE SPROUTS HOLDING, LLC, a Delaware limited liability company, and LITTLE SPROUTS, LLC, a Delaware limited liability company, LS APTG, LLC, a Delaware limited liability company, (the “Grantors”), and WEBSTER BANK, NATIONAL ASSOCIATION, as agent (in such capacity, the “Agent”) for its own benefit and the benefit of other lenders, entered into that certain Trademark Security Agreement, dated as of December 23, 2015 (as amended or otherwise modified from time to time, the “Trademark Security Agreement”); capitalized terms used herein without definition shall have the meanings assigned to such terms in the Trademark Security Agreement); Agent and Grantors are sometimes referred to herein as each a “Party” and, collectively, the “Parties”;

WHEREAS, pursuant to the Trademark Security Agreement and the Credit Agreement, the Grantors granted to the Agent a security interest in all of Grantors’ Trademark Collateral , including those trademarks shown on Exhibit A attached hereto;

WHEREAS, the Agent recorded the Trademark Security Agreement with the United States Patent and Trademark Office the “USPTO”) on March 2, 2016 at Reel 5744, Frame 0573;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent agrees as follows:

1. The Agent hereby terminates and releases its security interest in all of the Trademark Collateral, including, without limitation, those trademarks identified on Exhibit A attached hereto, effective as of the date first set forth above.
2. This Release of Security Interest in Trademarks (the “Release”) may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed signatory page of this Release by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.
3. The Agent acknowledges that this Release may be filed with the USPTO to evidence the termination and release granted in the Trademark Security Agreement. Agent further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.
4. This Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Each provision of this Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Release is held to be invalid, illegal or unenforceable

under applicable law, all other provisions of this Release shall remain in full force and effect.

5. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

[Signature page to Release of Security Interest in Trademarks]

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

WEBSTER BANK, NATIONAL ASSOCIATION
as Agent

By: Kristen A. Kenny
Name: Kristen A. Kenny
Title: Vice President

[Signature page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006370 FRAME: 0760

EXHIBIT A

U.S. Trademark Applications and Registrations

Owner	Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
Little Sprouts, LLC	US	BUDDING SCHOLARS	86083101	10/4/2013	4529557	5/13/2014	Registered

State Trademark Registrations

Owner	State	Mark	Reg. No.	Reg. Date	Status
Little Sprouts, LLC	MA	LITTLE SPROUTS (and design)	78188	11/1/2013	Registered

[Signature page to Release of Security Interest in Trademarks]