

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650063

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACF Finco I LP		05/20/2021	Limited Partnership: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Castle Brands Inc.		
<b>Street Address:</b>	1 Blue Hill Plaza, Lobby Level, Suite 1509		
<b>City:</b>	Pearl River		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10965		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4485885	CASTELLO MIO	
<b>Registration Number:</b>	4482372	CASTELLO MIO	
<b>Registration Number:</b>	3207458	CASTLE BRANDS	
<b>Registration Number:</b>	3085292	CLONTARF	
<b>Registration Number:</b>	4383099	IRISH TO THE CORE	
<b>Registration Number:</b>	2196103	KNAPPOGUE CASTLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029425999		
<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>	202.942.5000		
<b>Email:</b>	trademarkdocketing@arnoldporter.com, palak.mayani@arnoldporter.com, elisabeth.richards@arnoldporter.com		
<b>Correspondent Name:</b>	Louis S. Ederer and Palak Mayani Parikh		
<b>Address Line 1:</b>	601 Massachusetts Ave., NW		
<b>Address Line 2:</b>	IP DOCKETING		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>NAME OF SUBMITTER:</b>	Palak Mayani Parikh		
<b>SIGNATURE:</b>	/Palak Mayani Parikh/		

OP \$165.00 4485885

<b>DATE SIGNED:</b>	05/27/2021
---------------------	------------

**Total Attachments: 5**  
source=Security Release#page1.tif  
source=Security Release#page2.tif  
source=Security Release#page3.tif  
source=Security Release#page4.tif  
source=Security Release#page5.tif

TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of May 20, 2021, from ACF Finco I LP, a New York limited partnership having a principal place of business at 580 White Plains Road, Suite 610, Tarrytown, New York 10591, as "Lender" (as defined in the Trademark Assignment and Security Agreement (as hereinafter defined) under the Loan Documents (as hereinafter defined), to Castle Brands Inc., a Florida corporation ("Castle Brands") having a principal place of business at 1 Blue Hill Plaza, Lobby Level, Suite 1509, Pearl River, NY 10965, as owner of certain Trademark Collateral (as hereinafter defined) (the "Owner"). Capitalized terms used herein without definition are used as defined in the Trademark Assignment and Security Agreements, between Keltic Financial Partners II, LP, a Delaware limited partnership, and Owner (the "Trademark Security Agreement" and, together with the other documents, executed in connection therewith, as the same may be modified, amended, restated or replaced from time to time, collectively, the "Loan Documents").

WITNESSETH:

WHEREAS, pursuant to the Trademark Security Agreement, a security interest (the "Security Interest") was granted by the Owner to the Predecessor Lender in certain Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 15, 2014, at Reel 5217, Frame 0510; and

WHEREAS, the Predecessor Lender assigned to the Lender all of its rights, title and interests in and to the Trademark Collateral, all Security Interests granted to or otherwise in favor of the Predecessor Lender with respect to the Trademark Collateral, and all of Predecessor Lender's rights, title and interests in and to the IP Assignment Registrations, as defined in the Assignment of Security Interests In Intellectual Property Collateral, dated as of June 4, 2014 between the Predecessor Lender and the Lender, which was recorded in the Trademark Division of the United States Patent and Trademark Office on February 18, 2015, at Reel 5483, Frame 0495;

WHEREAS, the Lender previously terminated and released the entirety of its Security Interest in certain of the Trademark Collateral and now desires to terminate and release the entirety of its Security Interest in the rest of the Trademark Collateral (as hereinafter defined), which includes trademark registrations outside of the United States.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, is used as defined in the Trademark Security Agreement with respect to the trademarks or service marks including those identified on Schedule I attached hereto and made a part hereof (the "Trademark Collateral").

2. Release of Security Interest: The Lender hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Lender shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ACF Finco I LP,  
as Lender

By:   
Name: *Olek Seckupak*  
Title: *Authorized Signer*

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CASTELLO MIO	USA	85675838	July 12, 2012	4485885	Feb. 18, 2014
CASTELLO MIO LABEL DESIGN	USA	85803351	Dec. 14, 2012	4482372	Feb. 11, 2014
CASTLE BRANDS	USA	78624149	May 5, 2005	3207458	Feb. 13 2007
CLONTARF	USA	78625051	May 6, 2005	3085292	April 25, 2006
RECLAIM THE SPIRIT <sup>1</sup>	USA	77008070	Sept. 26, 2006	3402381	March 25, 2008
SHIELD DESIGN <sup>2</sup>	USA	78626768	May 10, 2005	3167695	Nov. 7, 2006
BOTTLE DESIGN <sup>3</sup>	USA	78624239	May 5, 2005	3119824	July 25, 2006
CASTLE DESIGN <sup>4</sup>	USA	78774532	Dec. 15, 2005	3244037	May 22, 2007
CASTLE DESIGN <sup>5</sup>	USA	78774496	Dec. 25, 2005	3244036	May 22, 2007
IRISH TO THE CORE	USA	85774803	Nov. 8, 2012	4383099	Aug. 13, 2013

---

<sup>1</sup> Cancelled

<sup>2</sup> Cancelled

<sup>3</sup> Cancelled

<sup>4</sup> Cancelled

<sup>5</sup> Cancelled

KNAPPOGUE CASTLE	USA	75435017	Feb. 17, 1998	2196103	Oct. 13, 1998
I WILL NOT DRINK BAD WINE <sup>6</sup>	USA	85254992	March 1, 2011	4034844	Oct. 4, 2011
CC: I WILL NOT DRINK BAD WINE <sup>7</sup>	USA	85254972	March 1, 2011	4034840	Oct. 4, 2011
BETTS & SCHOLL <sup>8</sup>	USA	85255027	March 1, 2011	4034847	Oct. 4, 2011
CASTLE BRANDS	European Union	004056611	Sept. 30, 2004	004056611	Aug 22, 2008
CASTLE DESIGN (B/W)	European Union	004820973	Dec. 20, 2005	004820973	June 8, 2007
CLONTARF	European Union	004056644	Sept. 30, 2004	004056644	Jan. 17, 2006
JEFFERSON'S	China	9571128	June 9, 2011	9571128	July 14, 2012
JEFFERSON'S FIGURINE (FACING RIGHT)	China	9571120	June 9, 2011	9571120	July 14, 2012
JEFFERSON'S IN CHINESE CHARACTER S	China	9571121	June 9, 2011	9571121	July 14, 2012
KNAPPOGUE CASTLE	Australia	1417417	March 30, 2011	1417417	Oct. 31, 2011
KNAPPOGUE CASTLE	New Zealand	839403	March 30, 2011	839403	Oct. 3, 2011
TRINITY BOTTLE DESIGN	European Union	004056735	Sept. 30, 2004	004056735	Jan. 17, 2006

---

<sup>6</sup> Cancelled

<sup>7</sup> Cancelled

<sup>8</sup> Cancelled

1006691529v2