

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455494

<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>	Bestco 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: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 7</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>	4408614	CHEWY NOT CHALKY	
<b>Registration Number:</b>	4423361	FLAVOR CHEWS	
<b>Registration Number:</b>	3640659	BEE M.D.	
<b>Registration Number:</b>	3606446	VERGE	
<b>Serial Number:</b>	86102918	DREAMCHEWS	
<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		
<b>NAME OF SUBMITTER:</b>	Michael L. Dever		

CH \$190.00 2750886

<b>SIGNATURE:</b>	/Michael L. Dever/
<b>DATE SIGNED:</b>	12/20/2017
<b>Total Attachments: 5</b> source=fifth third-bestco release of patents and trademarks 12.15.17#page1.tif source=fifth third-bestco release of patents and trademarks 12.15.17#page2.tif source=fifth third-bestco release of patents and trademarks 12.15.17#page3.tif source=fifth third-bestco release of patents and trademarks 12.15.17#page4.tif source=fifth third-bestco 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 BestCo Inc., a North Carolina corporation ("Grantor").

**WHEREAS**, Grantor, Administrative Agent and other grantors from time to time are parties to that certain Amended and Restated Guaranty and Security Agreement dated as of August 27, 2014 (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") Trademark division on (i) April 11, 2016 at Reel/Frame: 5768/0776 and (ii) April 11, 2016 at Reel/Frame: 5769/0196 ("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

Schedule A

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Application/ Registration Number	Date of Application/ Registration	Class	Owner
BESTSWEET	2,750,886	08/12/2003	30	BestCo Inc.
BESTHEALTH	2,754,090	08/19/2013	5	BestCo Inc.
CHEWY NOT CHALKY	4,408,614	09/24/2013	5	BestCo Inc.
DREAMCHEWS	86/102,918 (ITU)	05/13/2014	5	BestCo Inc.
FLAVOR CHEWS	4,423,361	10/22/2013	5	BestCo Inc.
SLEEPCHEWS	85/943,860 (ITU)	05/28/2013	5	BestCo Inc.
RAPID GEL & Design	86/341,579 (ITU)	07/18/2014	5	BestCo Inc.
BEE M.D.	3,640,659	06/16/2009	5	BestSweet Inc.
VERGE	3,606,446	04/14/2009	30	BestSweet Inc.

TRADEMARK LICENSES

None

Schedule B

REGISTERED PATENTS

None

PATENT APPLICATIONS

None

Patent Application

Application Number

Application Date

PATENT LICENSES

None