

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		02/12/2021	OHIO BANKING CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	TRUSTEES OF SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994		
Street Address:	5800 SW 87th Street		
City:	South Miami		
State/Country:	FLORIDA		
Postal Code:	33143		
Entity Type:	FLORIDA STATUTORY TRUST: FLORIDA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4552606	ALOE 2.0	
Registration Number:	4095814	FRESH PRESSED	
Registration Number:	3946543	FRESH PRESSED	
Registration Number:	4131128	FRUIT GARDEN	
Registration Number:	4248677	LAKEWOOD	
Registration Number:	1187977	LAKEWOOD	
Registration Number:	4994521	LAKEWOOD BASICS	
Registration Number:	4215244	LAKEWOOD PURE FRUIT	
Registration Number:	4732074	ORGANIC 2.0	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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>			
Phone:	2165863939		
Email:	pcyngier@jonesday.com		
Correspondent Name:	Lance Maynard/Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	461494-600002		

CH \$240.00 4552606

NAME OF SUBMITTER:	LANCE R. MAYNARD
SIGNATURE:	/LANCE R. MAYNARD/
DATE SIGNED:	02/19/2021
Total Attachments: 5 source=Scott P. Fuhrman#page1.tif source=Scott P. Fuhrman#page2.tif source=Scott P. Fuhrman#page3.tif source=Scott P. Fuhrman#page4.tif source=Scott P. Fuhrman#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This TERMINATION AND RELEASE, ("Release") is dated as of February 12, 2021, and is from FIFTH THIRD BANK, an Ohio Banking Corporation, (the "Secured Party"), to the trustees of SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994, a Florida statutory trust, the trustees comprising Scott P. Fuhrman, a United States citizen, and Jeffrey Newman, a United States citizen (collectively, the "Debtor"). Unless otherwise defined herein, each capitalized term used herein shall have the meaning specified in the Credit Agreement or Security Agreement (both, as defined below).

WITNESSETH:

WHEREAS, the Debtor, Secured Party and the other parties thereto, are parties to that certain Master Credit Agreement dated May 4, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Secured Party made available to the Debtor Loans and other financial accommodations as set forth in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Debtor and the Secured Party entered into that certain Security Agreement dated May 29, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which a security interest in the Collateral (as defined in the Security Agreement) was granted to the Secured Party as security for the Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the terms of the Credit Agreement, the Security Agreement, and the other Loan Documents, the Debtor and Secured Party entered into a Confirmatory Security Agreement, dated as of May 29, 2018 (the "Confirmatory Security Agreement"), under which the Debtor affirmed its prior grants of and granted to the Secured Party, for the benefit of the Secured Party, a continuing interest in all of the Debtor's right, title and interest in, to and under the Collateral, including without limitation, patents, patent applications, and trademarks, all as particularized in the definition of "Collateral" as it appears in the Security Agreement, including the intellectual property filings listed in Exhibit A attached thereto (the "Intellectual Property Collateral");

WHEREAS, the Confirmatory Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 31, 2018 at Reel 006339/Frame 0266;

WHEREAS, the Secured Party issued that certain Letter Agreement, dated December 29, 2020 (the "Letter Agreement"), under which the Secured Party agreed, upon receipt of the payment in full of the total amounts set forth in those certain Payoff Letters dated December 10, 2020 and attached thereto as Exhibit A (the "Payoff Letters") together with the total amount of legal fees attached thereto as Exhibit B (the "Legal Fees," and together with the total amounts set forth in the Payoff Letters, the "Payoff Amount") to terminate, release, and discharge all security interests, liens, guarantees, and encumbrances to or held by the Secured Party for indebtedness evidenced

by the Payoff Letters or pursuant to the Loan Documents, and to execute and deliver such releases and other documents reasonably requested by Debtor to effectuate such termination, release, and discharge;

WHEREAS, the Secured Party confirms that it received the Payoff Amount on or about December 31, 2020; and

WHEREAS, the parties now wish to confirm and evidence the release of the entirety of the Secured Party's security interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Secured Party hereby states as follows:

1. Release of Security Interest. The Secured Party hereby affirms its prior termination, release, and discharge of its continuing security interest in all of the Debtor's right, title, and interest in, to and under the Intellectual Property Collateral, including without limitation each trademark registration and/or trademark application referred to in Exhibit A attached herein, and the subject trademark thereof, together with the goodwill associated therewith, and any right, title or interest of the Secured Party in such Intellectual Property Collateral has ceased and become void.

2. Further Assurances. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of Florida, and that any suit, action, or proceeding arising out of or relating to this Release may be instituted in any state or federal court sitting in the county of Miami-Dade, State of Florida, United States of America.

4. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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

FIFTH THIRD BANK
As Secured Party

By: [Signature]
Name: George Goffe
Title: Vice President

Acknowledgement

State of Florida

County of Broward

Subscribed and sworn to before me this 17 day January 2021

(SEAL)



[Signature]
Notary Public

MY COMMISSION EXPIRES:
November 7, 2021

**Exhibit A
Intellectual Property Collateral**

TRADEMARK	COUNTRY	APPLICATION/R EG. NO.	OWNER	GOODS
ALOE 2.0	United States	Reg. 4,552,606 Reg 17-JUN-2014	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; vegetable-fruit juices; all of the foregoing comprising aloe in whole or in part.
FRESH PRESSED	United States	Reg. 4095814 Reg 07-FEB-2012	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices.
FRESH PRESSED	United States	Reg 3946543 Reg 12-APR-2011	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices.
FRUIT GARDEN	United States	Reg 4131128 Reg 24-APR-2012	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices.
LAKEWOOD	United States	Reg 4248677 Reg 27-NOV-2012	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Vegetable juices.
LAKEWOOD	United States	Reg 1187977 Reg 26-JAN-1982	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Beverages containing fruit juices.
Lakewood Beverages	United States	Reg 4994521 Reg 5-JUL-2016	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; vegetable-fruit juices.
LAKEWOOD PURE FRUIT	United States	Reg 4215244 Reg 25-SEP-2012	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; vegetable-fruit juices.
ORGANIC 2.0	United States	Reg 4732074 Reg 5-MAY-2015	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Organic fruit juices; organic vegetable juices; organic vegetable-fruit juices.
LAKEWOOD	Australia	Reg 1763552 Reg 13-APR-2016	SCOTT P. FUHRMAN GST	Fruit juices; vegetable juices; vegetable-fruit juices.

			TRUST UAD 06/30/1994	
LAKWOOD	Canada	Reg 436646 Reg 6-MAR-1979	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices and fruit juice beverages.
LAKWOOD	European Union	Reg 11185352 Reg 23-JAN-2013	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit and vegetable juices; non- alcoholic beverages.
LAKWOOD	Hong Kong	Reg 301057996 Reg 25-FEB-2008	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Beverages containing fruit juices and sea kelp.
LAKWOOD	Mongolia	Reg 16070 Reg 18-APR-2016	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Non-alcoholic fruit juice beverages; vegetable juices; fruit juice; beer; prepared beverage syrup; mineral water, non-alcoholic beverages; soft drinks; vegetable drinks.
LAKWOOD	Philippines	Reg 501990 Reg 30-JUN-2016	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; vegetable-fruit juices.
LAKWOOD	Panama	Reg 232346 Reg 30-MAY-2014	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; non-alcoholic beverages.
LAKWOOD	Venezuela	Reg P329346 Reg 12-JUL-2013	SCOTT P. FUHRMAN GST TRUST UAD 06/30/1994	Fruit juices; vegetable juices; vegetable-fruit juices.