

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629798

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY COLLATERAL RECORDED AT REEL/FRAME: 7032/0076

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., as Administrative Agent		03/03/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	AMERICAN REPUBLIC BRANDS, L.L.C.
Street Address:	8800 Page Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63114
Entity Type:	Limited Liability Company: MISSOURI
Name:	VI-JON, INC.
Street Address:	8800 Page Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63114
Entity Type:	Corporation: TENNESSEE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3352948	ALPINE X-TREME
Registration Number:	2271154	GERM BLASTER
Registration Number:	2763159	ICE MINT
Registration Number:	2295835	PURETEST
Registration Number:	2515061	PURETEST
Registration Number:	2506782	PURETEST
Registration Number:	3003472	SONOMA SPA
Registration Number:	1704520	CITROMA
Registration Number:	4142435	DIP-IT
Registration Number:	3757865	ESSENTIAL GROOMING GEAR
Registration Number:	3546716	FLAG & SAIL
Registration Number:	5753273	FORM + FUNCTION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5032465	GERM-X3
Registration Number:	5082944	GERM-X EVERYWHERE
Registration Number:	5083062	GERM-X EVERYWHERE
Registration Number:	5083074	GERM-X EVERYWHERE
Registration Number:	5388197	GERM-X GO
Registration Number:	5028685	GO PLACES. TOUCH THINGS.
Registration Number:	2401345	ICEBERG BLUE
Registration Number:	1997803	
Registration Number:	5325768	MOUNTAIN FALLS
Registration Number:	4477907	NUTRILOCK
Registration Number:	2410777	OIL OF BEAUTY
Registration Number:	4999696	OMNIPOD
Registration Number:	4681241	SALON EFFECTS
Registration Number:	896120	SCRUBBLES
Registration Number:	3699748	SCRUBBLES
Registration Number:	5371802	SIMPLY U
Registration Number:	5342016	SIMPLY U
Registration Number:	5342024	SIMPLY U
Registration Number:	5371803	SIMPLY U
Registration Number:	5514914	SONOMA SPA
Registration Number:	2006918	SPRING MINT
Registration Number:	2299149	SWAN
Registration Number:	1522360	SWAN
Registration Number:	2140304	SWAN
Registration Number:	2355539	SWAN
Registration Number:	2417799	SWAN
Registration Number:	3511358	V
Registration Number:	5014599	V VI ·JON
Registration Number:	2139736	GERM-X

CORRESPONDENCE DATA

Fax Number: 7043311159

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.

Phone: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 017625.005273

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 03/04/2021

Total Attachments: 12

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RELEASE OF INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF INTELLECTUAL PROPERTY COLLATERAL (this “Release”) is made as of March 3, 2021 by BANK OF AMERICA, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below), in favor of VI-JON, INC. (the “Company”) and each of the other persons listed on Exhibit A attached hereto (together with the Company, each a “Grantor” and collectively the “Grantors”). Capitalized terms used but not defined herein have the meanings given to them in the Credit Agreement or the Security Agreement (as defined below), as appropriate.

WHEREAS, the Grantors entered into that certain Credit Agreement, dated as of August 21, 2020, among the Company, each of the subsidiaries of the Company signatory thereto, VJCS HOLDINGS, INC., each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”), and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, as a condition precedent to the making of Loans by the Lenders from time to time, each Grantor executed and delivered that certain Security Agreement, dated as of August 21, 2020, by and among the Grantors and the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed (i) that certain Copyright Security Agreement, dated as of August 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Copyright Security Agreement”), (ii) that certain Trademark Security Agreement, dated as of August 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) and (iii) that certain Patent Security Agreement, dated as of August 21, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”), pursuant to which the Grantors granted to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in certain intellectual property of the Grantors;

WHEREAS, (i) the Copyright Security Agreement was submitted for recordation with the United States Copyright Office on or about August 24, 2020 (which recordation is pending), (ii) the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on August 24, 2020 at Reel 7032, Frame 0076 and (iii) the Patent Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on August 24, 2020 at Reel 053574, Frame 0016; and

WHEREAS, in accordance with the provisions of the Credit Agreement, the Security Agreement, the Copyright Security Agreement, the Patent Security Agreement and the Trademark Security Agreement, the Administrative Agent now desires to terminate and release its lien on and security interest in and to the Collateral (as defined below).

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

SECTION 1. Release of Grant of Security. The Administrative Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Copyright Security Agreement, (b) terminates the Patent Security Agreement, (c) terminates the Trademark Security Agreement and (d) terminates, releases and discharges to the Grantors all of the Administrative Agent’s and the Secured Parties’ security interest

in all of the Grantors' right, title and interest in and to, and reassigns to the Grantors any right, title and interest the Administrative Agent or any Secured Party may have in or to, the following, granted pursuant to the Security Agreement, the Copyright Security Agreement, the Patent Security Agreement and the Trademark Security Agreement (collectively, the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together, in each case, with the goodwill symbolized thereby (the "Trademarks");
- (iii) the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and
- (vi) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Recordation. The Administrative Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Release.

SECTION 3. Counterparts. This Release may be executed in any number of 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.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered, on behalf of itself and the Secured Parties, by its officer thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A., as Administrative Agent


By: 
Name: PETER DROOFF
Title: SUP

EXHIBIT A

Grantors

1. AMERICAN REPUBLIC BRANDS, L.L.C.
2. VI-JON, INC.
3. VI-JON LABORATORIES, INC.

SCHEDULE A

Patents

Vi-Jon Inc.

Registered Patents and Patent Applications

Reel/Frame – 053574/0016

Recorded – 08/24/2020

Issued Patents:

OWNER	PATENT NUMBER	TITLE
Vi-Jon, Inc.	10,376,106	Dispenser Assembly
Vi-Jon, Inc.	10,188,241	Dispenser Assembly
Vi-Jon, Inc.	53634	Dispenser Assembly
Vi-Jon, Inc.	D824,693	Dispenser Assembly
Vi-Jon, Inc.	10,022,023	Dispenser Assembly
Vi-Jon, Inc.	10,016,097	Dispenser Assembly
Vi-Jon, Inc.	D820,615	Dispenser Assembly
Vi-Jon, Inc.	176174	Dispenser Assembly
Vi-Jon, Inc.	D806,435	Dispenser Assembly
Vi-Jon, Inc.	D806,554	Bottle
Vi-Jon, Inc.	9,700,181	Dispenser Assembly Including Enclosure With Handle
Vi-Jon, Inc.	004108710-0001	Dispenser Assembly
Vi-Jon, Inc.	171737	BOTTLE
Vi-Jon, Inc.	171736	Dispenser Assembly
Vi-Jon, Inc.	D784,725	Dispenser Handle
Vi-Jon, Inc.	D781,613	Dispenser Handle
Vi-Jon, Inc.	003760867-0001	Dispenser Assembly
Vi-Jon, Inc.	D770,294	BOTTLE
Vi-Jon, Inc.	164644	Dispenser Assembly
Vi-Jon, Inc.	164645	Dispenser Handle
Vi-Jon, Inc.	164646	Bottle
Vi-Jon, Inc.	9,161,982	Sanitizer Compositions Comprising Alcohol and an Antimicrobial Efficacy Enhancer
Vi-Jon, Inc.	D554,517	Container
Vi-Jon, Inc.	D559,114	Container
Vi-Jon, Inc.	D675,101	Square Bottle
Vi-Jon, Inc.	125977	Bottle
Vi-Jon, Inc.	D604,628	Bottle
Vi-Jon, Inc.	D607,737	Bottle

OWNER	PATENT NUMBER	TITLE
Vi-Jon, Inc.	D664,441	Rocket Bottle
Vi-Jon, Inc.	252,972	Nail Polish Remover
Vi-Jon, Inc.	D547,662	Combined container, cap and handle restraint
Vi-Jon, Inc.	6,514,537	Magnesium citrate solution
Vi-Jon, Inc.	D533,073	Bottle having shape of baby's bottom

Patent Applications:

OWNER	APPLICATION NUMBER	TITLE
Vi-Jon, Inc.	2926284	Dispenser Assembly
Vi-Jon, Inc.	MX/F/2016/003762	Dispenser Assembly
Vi-Jon, Inc.	MX/F/2016/003763	BOTTLE
Vi-Jon, Inc.	17172077.4	DISPENSER ASSEMBLY
Vi-Jon, Inc.	2968571	DISPENSER ASSEMBLY
Vi-Jon, Inc.	MX/A/2017/006951	DISPENSER ASSEMBLY
Vi-Jon, Inc.	2969578	DISPENSER ASSEMBLY
Vi-Jon, Inc.	MX/A/2017/011109	Dispenser Assembly
Vi-Jon, Inc.	29/688,789	Multiple Chamber Product Pod
Vi-Jon, Inc.	29/688,788	Multiple Chamber Product Pod
Vi-Jon, Inc.	62,900,041	High SPF Sunscreen Compositions
Vi-Jon, Inc.	190594	Multiple Chamber Product Pod
Vi-Jon, Inc.	MX/F/2019/002922	Multiple Chamber Product Pod
Vi-Jon, Inc.	190595	Multiple Chamber Product Pod
Vi-Jon, Inc.	MX/F/2019/002923	Multiple Chamber Product Pod
Vi-Jon, Inc.	16/794,311	High SPF Sunscreen Compositions

SCHEDULE B

Trademarks

American Republic Brands, L.L.C.

Registered Trademarks

Reel/Frame – 7032/0076

Recorded – 08/24/2020

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
American Republic Brands, L.L.C.	3,352,948	ALPINE X-TREME (003)
American Republic Brands, L.L.C.	2,271,154	GERM BLASTER (003)
American Republic Brands, L.L.C.	2,763,159	ICE MINT (005)
American Republic Brands, L.L.C.	2,295,835	PURETEST (005)
American Republic Brands, L.L.C.	2,515,061	PURETEST (003)
American Republic Brands, L.L.C.	2,506,782	PURETEST (Stylized) (003)
American Republic Brands, L.L.C.	3,003,472	SONOMA SPA (003)

Vi-Jon Inc.
Registered Trademarks

Reel/Frame – 7032/0076
Recorded – 08/24/2020

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Vi-Jon, Inc.	83,930	CITROMA (005)
Vi-Jon, Inc.	1,704,520	CITROMA (005)
Vi-Jon, Inc.	Reg. # 97.718 Renewal # 49.170	CITROMA (005)
Vi-Jon, Inc.	4,142,435	DIP-IT (003)
Vi-Jon, Inc.	3,757,865	ESSENTIAL GROOMING GEAR (003)
Vi-Jon, Inc.	3,546,716	FLAG & SAIL (003)
Vi-Jon, Inc.	1944889	FORM + FUNCTION (design)(003)
Vi-Jon, Inc.	2096842	FORM + FUNCTION (design)(005)
Vi-Jon, Inc.	5,753,273	FORM + FUNCTION (design)(003, 005)
Vi-Jon, Inc.	113962-C	GERM-X (003)
Vi-Jon, Inc.	158,945	GERM-X (003)
Vi-Jon, Inc.	136,441	GERM-X (003)
Vi-Jon, Inc.	221,453	GERM-X (003,005)
Vi-Jon, Inc.	01941369	GERM-X (005)
Vi-Jon, Inc.	4,191,392	GERM-X (003)
Vi-Jon, Inc.	4,846,388	GERM-X (003, 005)
Vi-Jon, Inc.	825,902	GERM-X (003)

Vi-Jon, Inc.	113963-C	GERM-X (005)
Vi-Jon, Inc.	136,442	GERM-X (005)
Vi-Jon, Inc.	2,139,736	GERM-X (005)
Vi-Jon, Inc.	TMA628,798	GERM-X (005)
Vi-Jon, Inc.	4,191,391	GERM-X (005)
Vi-Jon, Inc.	5,032,465	GERM-X3 (005)
Vi-Jon, Inc.	5,082,944	GERM-X EVERYWHERE (005)
Vi-Jon, Inc.	5,083,062	germ-x everywhere Design (005)
Vi-Jon, Inc.	5,083,074	germ-x everywhere (logo swoosh design) (005)
Vi-Jon, Inc.	5,388,197	GERM-X GO (005)
Vi-Jon, Inc.	5,028,685	GO PLACES. TOUCH THINGS (005)
Vi-Jon, Inc.	2,401,345	ICEBERG BLUE (005)
Vi-Jon, Inc.	TMA789407	INSPECTOR HECTOR & Design (with color claim) (003, 005)
Vi-Jon, Inc.	TMA780,713	INSPECTOR HECTOR (003, 005)
Vi-Jon, Inc.	TMA780,714	INSPECTOR HECTOR Character (Misc. Design) (003, 005)
Vi-Jon, Inc.	1772963	MINERAL SPRINGS (003)
Vi-Jon, Inc.	1772964	MINERAL SPRINGS (005)
Vi-Jon, Inc.	1,997,803	MISCELLANEOUS DESIGN (Bottle & Cap) (003)
Vi-Jon, Inc.	5,325,768	MOUNTAIN FALLS (003, 005)
Vi-Jon, Inc.	TMA1039329	MOUNTAIN FALLS (003, 005)

Vi-Jon, Inc.	1790326	MOUNTAIN FALLS (003)
Vi-Jon, Inc.	1772962	MOUNTAIN FALLS (005)
Vi-Jon, Inc.	4,477,907	NUTRILOCK (003)
Vi-Jon, Inc.	2,410,777	OIL OF BEAUTY (003)
Vi-Jon, Inc.	4,999,696	OMNIPOD (021)
Vi-Jon, Inc.	016214728	OMNIPOD (021)
Vi-Jon, Inc.	4,681,241	SALON EFFECTS (003)
Vi-Jon, Inc.	896,120	SCRUBBLES (003)
Vi-Jon, Inc.	3,699,748	SCRUBBLES (003)
Vi-Jon, Inc.	5,371,802	SIMPLY U (005)
Vi-Jon, Inc.	5,342,016	SIMPLY U (003)
Vi-Jon, Inc.	5,342,024	SIMPLY U (003)(Style & design)
Vi-Jon, Inc.	5,371,803	SIMPLY U (005)(Style & design)
Vi-Jon, Inc.		SOLAR PLEX**
Vi-Jon, Inc.	5,514,914	SONOMA SPA (003)
Vi-Jon, Inc.	2,006,918	SPRING MINT (003)
Vi-Jon, Inc.	136,443	SWAN (003)
Vi-Jon, Inc.	75,135	SWAN (005)
Vi-Jon, Inc.	75,136	SWAN (003)
Vi-Jon, Inc.	162,768	SWAN (003, 005)
Vi-Jon, Inc.	2,299,149	SWAN (003)

Vi-Jon, Inc.	1,522,360	SWAN (005)
Vi-Jon, Inc.	2,140,304	SWAN (005)
Vi-Jon, Inc.	2,355,539	SWAN & Design (word to right of design) (003)
Vi-Jon, Inc.	2,417,799	SWAN & Design (word to right of design) (005)
Vi-Jon, Inc.	3,511,358	V & Design (100th Anniversary Logo) (040)
Vi-Jon, Inc.	5,014,599	VI-JON and design (040)

** Registration pending.

SCHEDULE C

Copyrights

Vi-Jon Inc.
Registered Copyrights

Submitted for recordation August 24, 2020 (recordation pending)

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TITLE
Vi-Jon Inc.	TX0007381560	06/14/2011	Getting on Base: The Vi-Jon Team and the American Dream, One Hundred Years and More with the Brunner Family

Vi-Jon Laboratories, Inc.
Registered Copyrights

Submitted for recordation August 24, 2020 (recordation pending)

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TITLE
Vi-Jon Laboratories, Inc.	VAu000711161	06/30/2006	Biodegradable Formula Logo