

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VI, Inc.		07/17/2013	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Just Fabulous, Inc.
Street Address:	2301 Rosecrans Ave.
Internal Address:	Suite 4100
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77891039	BAG FABULOUS
Serial Number:	85176018	JU JUSTFABULOUS
Serial Number:	85039205	JU JUSTFABULOUS
Serial Number:	85412152	JF
Serial Number:	85176016	JUST FAB
Serial Number:	85976525	JUST FAB
Serial Number:	85039190	JUST FAB
Serial Number:	85412144	JUST FABULOUS
Serial Number:	85039211	JUST FABULOUS
Serial Number:	77895105	S SHOE FABULOUS
Serial Number:	77981308	S SHOE FABULOUS
Serial Number:	77981379	SHOE FABULOUS
Serial Number:	77891047	SHOE FABULOUS

CH \$340.00 77891039

CORRESPONDENCE DATA

Fax Number: 6179372400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6179372418

Email: aanderson@cooley.com

Correspondent Name: Anna Anderson c/o Cooley LLP

Address Line 1: 1299 Pennsylvania Ave., NW

Address Line 2: Suite 700

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	305866-1010
NAME OF SUBMITTER:	Anna Anderson
Signature:	/Anna Anderson/
Date:	07/23/2013
Total Attachments: 5 source=JUSTFAB IP TRM#page1.tif source=JUSTFAB IP TRM#page2.tif source=JUSTFAB IP TRM#page3.tif source=JUSTFAB IP TRM#page4.tif source=JUSTFAB IP TRM#page5.tif	

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of July 17, 2013 ("Release"), is made by **VENTURE LENDING & LEASING VI, INC.**, a Maryland corporation ("Lender") in favor of **JUST FABULOUS, INC.**, a Delaware corporation ("Grantor").

WHEREAS, pursuant to the Loan and Security Agreement dated as of April 30, 2012 by and among Lender, Grantor, and other parties thereto ("Security Agreement"), the Intellectual Property Security Agreement dated as of April 30, 2012 by and among Lender and Grantor ("IP Security Agreement"), Grantor granted, conveyed, and assigned to Lender for collateral purposes all of such Grantor's right, title, and interest in and to the Collateral (as defined in the IP Security Agreement); and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on May 2, 2012 at Reel 4770 Frame 0325.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or IP Security Agreement.

SECTION 2. Termination and Release. Lender hereby:

(a) absolutely, unconditionally and irrevocably terminates the IP Security Agreement and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Collateral, provided that Grantor and other parties to the Security Agreement shall continue to be obligated to Lender with respect to any indemnification obligations owed to Lender under the Security Agreement, which shall survive the termination thereof;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases, all without recourse against or representation or warranty by Lender, the collateral assignment, mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Collateral, including the Collateral listed on Schedule A attached hereto, and hereby reassigns, all without recourse against or representation or warranty by Lender, all right, title, and interest in and to the Collateral to the Grantor;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes and requests the recordation of this Release with the USPTO.

SECTION 3. Further Assurances. Lender hereby agrees, at Grantor's expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release and reassignment contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property Collateral, Lender will execute and deliver, at Grantor's expense, a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed as of the date first set forth above.

Lender:

VENTURE LENDING & LEASING VI, INC.




By: 

Name: David Wanek


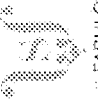
Title: Vice President

Schedule A

U.S. Trademarks Subject to Security Interest
 Granted by Just Fabulous, Inc.
 In Favor of VENTURE LENDING & LEASING VI, INC.
 IP Security Agreement Recorded May 2, 2012 at Reel 4770 Frame 0325

Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status	Class(es)
BAG FABULOUS	United States	App. No. 77891039	Filed 10-Dec-2009	Reg. No. 4026688	Registered 13-Sep-2011	Registered	18, 35
J JUSTFABULOUS & Design 	United States	App. No. 85176018	Filed 12-Nov-2010	Reg. No. 4115866	Registered 20-Mar-2012	Registered	18, 25
JUSTFABULOUS							
J JUSTFABULOUS & Design 	United States	App. No. 85039205	Filed 14-May-2010			Pending	35, 45
JUSTFABULOUS							
JF & Design 	United States	App. No. 85412152	Filed 31-Aug-2011			Pending	18, 25, 35
JUST FAB	United States	App. No. 85176016	Filed 12-Nov-2010	Reg. No. 4292790	Registered 19-Feb-2013	Registered	25
JUST FAB	United States	App. No. 85976525	Filed 12-Nov-2010	Reg. No. 4293503	Registered 19-Feb-2013	Registered	18
JUST FAB	United States	App. No. 85039190	Filed 14-May-2010	Reg. No. 4183738	Registered 31-Jul-2012	Registered	35, 45

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JUST FABULOUS	United States	App. No. 85412144	Filed 31-Aug-2011	Reg. No. 4010248	Registered 09-Aug-2011	Pending	18, 25
JUST FABULOUS	United States	App. No. 85039211	Filed 14-May-2010	Reg. No. 4016502	Registered 23-Aug-2011	Registered	35, 45
S SHOEFABULOUS & Design  S SHOEFABULOUS	United States	App. No. 77895105	Filed 16-Dec-2009	Reg. No. 3939065	Registered 20-Mar-2011	Registered	25
S SHOEFABULOUS & Design  S SHOEFABULOUS	United States	App. No. 77981308	Filed 16-Dec-2009	Reg. No. 3945997	Registered 12-Apr-2011	Registered	25
SHOE FABULOUS	United States	App. No. 77981379	Filed 10-Dec-2009	Reg. No. 4026689	Registered 13-Sep-2011	Registered	35
SHOE FABULOUS	United States	App. No. 77891047	Filed 10-Dec-2009				