

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312811

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SummitBridge National Investments II LLC		08/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Sun Valley Group, Inc.		
<b>Street Address:</b>	3160 Upper Bay Road		
<b>City:</b>	Arcata		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95521		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2557028	SUN PACIFIC BOUQUET	
<b>Registration Number:</b>	2557013	SUN PACIFIC BOUQUET	
<b>Registration Number:</b>	3233943	LOST COAST LILIES	
<b>Registration Number:</b>	3977469	DUBLET	
<b>Registration Number:</b>	3897062	LILYTOPIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128366337		
<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>	(212) 836-7319		
<b>Email:</b>	psomelofske@kayescholer.com		
<b>Correspondent Name:</b>	Paul J. Somelofske c/o Kaye Scholer LLP		
<b>Address Line 1:</b>	425 Park Avenue		
<b>Address Line 2:</b>	16-06		
<b>Address Line 4:</b>	New York, NEW YORK 10022-3598		
<b>ATTORNEY DOCKET NUMBER:</b>	59925-0002-05948		
<b>NAME OF SUBMITTER:</b>	Paul J. Somelofske		
<b>SIGNATURE:</b>	/Paul J. Somelofske/		
<b>DATE SIGNED:</b>	08/04/2014		

CH \$140.00 2557028

**Total Attachments: 5**

source=Trademark Release - Sun Valley Group Inc - Final August 1#page1.tif

source=Trademark Release - Sun Valley Group Inc - Final August 1#page2.tif

source=Trademark Release - Sun Valley Group Inc - Final August 1#page3.tif

source=Trademark Release - Sun Valley Group Inc - Final August 1#page4.tif

source=Trademark Release - Sun Valley Group Inc - Final August 1#page5.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 1, 2014, is made by SummitBridge National Investments II LLC ("Grantee").

WITNESSETH:

WHEREAS, The Sun Valley Group, Inc., a California corporation (the "Grantor"), is a party to the Guarantee and Collateral Agreement, dated as of January 27, 2014 (as amended, restated, amended and restated, supplemented or modified from time to time, the "Collateral Agreement"), made by the Grantor and the other grantors party thereto in favor of Grantee;

WHEREAS, pursuant to (i) the Collateral Agreement and (ii) the Trademark Security Agreement, dated as of January 27, 2014 (the "Trademark Security Agreement"), made by the Grantor in favor of Grantee, the Grantor granted a security interest (the "Security Interest") to the Grantee in the Trademark Collateral (as defined in the Trademark Security Agreement), including in the trademark registrations and applications listed on Annex A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 29, 2014 at Reel 5269 and Frame 0660; and

WHEREAS, Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral, but solely to the extent its Security Interest in the Trademark Collateral was granted pursuant to the Collateral Agreement and the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Release of Security Interest. The Grantee hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, but solely to the extent its Security Interest in the Trademark Collateral was granted pursuant to either or both of the Collateral Agreement and the Trademark Security Agreement.

2. Further Assurances. The Grantee hereby agrees, at the Grantor's sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the release of the Security Interest contemplated hereby.

3. Acknowledgement. Grantor hereby acknowledges, agrees and confirms that (i) this termination, release and discharge of the security interest granted to Grantee in the Trademark Collateral applies solely to the security interest granted to Grantee in the Trademark

Collateral pursuant to the Collateral Agreement and the Trademark Security Agreement and (ii) Grantee has, and shall continue to have, security interests in the Trademark Collateral granted by Grantor pursuant to (x) the Second Amended and Restated Loan Agreement and Amended and Restated Security Agreement, dated as of or about the date hereof (as amended, restated or modified from time to time, the "Term Loan Agreement"), between the Grantor and Grantee, amending and restating in its entirety the Original Security Agreement (as defined in the Term Loan Agreement) and (y) the Trademark Security Agreement, dated as January 27, 2014, made by the Grantor in favor of Grantee in connection with the Original Security Agreement, which security interests are not being terminated and remain perfected and in full force and effect.

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

SUMMITBRIDGE NATIONAL INVESTMENTS  
II LLC, as Grantee

By: \_\_\_\_\_  
Name: CONSTANTINE M. DAKOLIAS  
Title: PRESIDENT

ACKNOWLEDGED AND AGREED:

THE SUN VALLEY GROUP, INC., as Grantor

By: \_\_\_\_\_  
Name:  
Title:

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

SUMMITBRIDGE NATIONAL INVESTMENTS II LLC, as Grantee

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED:

THE SUN VALLEY GROUP, INC. as Grantor

By: \_\_\_\_\_  
Name: *Lane DeVries*  
Title: *CEO*

[Signature Page to Trademark Release - Sun Valley Group]

**Schedule A**

**UNITED STATES TRADEMARKS:**

Registrations:

<b>Owner</b>	<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
Sun Valley Group, Inc.	SUN PACIFIC BOUQUET	4/2/2002	2,557,028
Sun Valley Group, Inc.	SUN PACIFIC BOUQUET AND DESIGN	4/2/2002	2,557,013
Sun Valley Group, Inc.	LOST COAST LILIES LOGO	4/24/2007	3,233,943
Sun Valley Group, Inc.	DUBLET	6/14/2011	3,977,469
Sun Valley Group, Inc.	LILYTOPIA	12/28/2010	3,897,062