

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		10/14/2015	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	FullBeauty Brands, L.P.		
Street Address:	2300 Southeastern Avenue		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46201		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	Jessica London, Inc., a Delaware Corporation		
Street Address:	2300 Southeastern Avenue		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46201		
Entity Type:	CORPORATION: DELAWARE		
Name:	Swimsuits for All, LLC, a Delaware Limited Liability Corporation		
Street Address:	2 Industrial Drive		
City:	Keyport		
State/Country:	NEW JERSEY		
Postal Code:	07735		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	86454963	BRYLANEHOME MAKING HOMES BEAUTIFUL	
Serial Number:	86435053	FULLBEAUTY ACTIVE	
Serial Number:	86501383	FULLBEAUTY BRANDS	
Serial Number:	86435082	FULLBEAUTY PERFORMANCE	
Serial Number:	86435068	FULLBEAUTY SPORT	
Serial Number:	86447934	FULLBEAUTY.COM	
Serial Number:	86454950	MOVE BEAUTIFULLY	
TRADEMARK			

OP \$390.00 86454963

Property Type	Number	Word Mark
Serial Number:	86546864	SECRET SOLUTIONS
Serial Number:	86480203	
Serial Number:	86542995	ULTRASMOOTH
Serial Number:	86310474	TRULY FLAWLESS
Registration Number:	2774185	AQUABELLA
Registration Number:	4641375	SEXY AT EVERY CURVE
Serial Number:	86508043	LIFE IS BETTER IN A SWIMSUIT
Serial Number:	86252586	IT'S BETTER IN A SWIMSUIT

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/15/2015

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wilmington Trust, National Association

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 14, 2015

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FullBeauty Brands, L.P.

Street Address: 2300 Southeastern Avenue

City: Indianapolis

State: IN

Country: USA Zip: 46201

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship USA-DE
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera
Signature

October 14, 2015
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Jessica London, Inc., a Delaware Corporation
2300 Southeastern Avenue
Indianapolis, IN 46201
Citizenship – USA – DE

Swimsuits for All, LLC, a Delaware Limited Liability Corporation
2 Industrial Drive
Keyport, NJ 07735
Citizenship – USA – DE

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination") dated as of October 14, 2015, is made by Wilmington Trust, National Association as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of each of FullBeauty Brands, L.P., Swimsuits For All, LLC and Jessica London, Inc. (each, individually, a "Grantor" and collectively the "Grantors"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). For the purposes of this Termination, "Marks" shall have the meaning assigned to such term in the Trademark Security Agreement (as defined below) and shall include, without limitation, those registrations and applications set forth on Schedule A hereto.

WHEREAS, pursuant to that (i) certain Pledge and Security Agreement, dated as of February 5, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantors, the other grantors party thereto and the Collateral Agent and (ii) that certain Trademark Security Agreement, dated as of March 24, 2015 (the "Trademark Security Agreement") executed by the Grantors in favor of the Collateral Agent, the Grantors granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Marks;

WHEREAS, the security interest in the Marks granted by the Grantors to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on March 24, 2015, at Reel 5485 and Frame 0113; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the Marks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantors secured by the Marks pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent, without representation, recourse or warranty of any kind, hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantor's right, title and interest in, to and under the Marks and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Marks to the Grantors.

2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.


3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF THAT

WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Cora Holland-Koller
Title: Authorized Signatory

[Signature Page to Termination of Security Interest in Trademarks]

**Schedule A
to
Termination of Security Interest in Trademarks**

TRADEMARKS

(see attached)

SCHEDULE ATrademarksDomestic Trademarks – FullBeauty Brands, L.P.

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>
BRYLANEHOME MAKING HOMES BEAUTIFUL™ (Pending)	86454963	11-NOV-2014
FULLBEAUTY ACTIVE™	86435053	27-OCT-2014
FULLBEAUTY BRANDS™	86501383	12-JAN-2015
FULLBEAUTY PERFORMANCE™	86435082	27-OCT-2014
FULLBEAUTY SPORT™	86435068	27-OCT-2014
FULLBEAUTY.COM™	86447934	7-NOV-2014
MOVE BEAUTIFULLY™	86454950	14-NOV-2014
SECRET SOLUTIONS (plain word)	86546864	26-FEB-2015
“Starlight” Logo	86480203	15-DEC-2014
ULTRA SMOOTH™	86542995	23-FEB-2015

International Trademarks – FullBeauty Brands, L.P.

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>	<u>COUNTRY</u>
WOMAN WITHIN®	1242912	11-OCT-2011	Mexico
BOULDER CREEK®	13.29691	5-APR-2013	Monaco
COMFORT CHOICE®	13.29686	5-APR-2013	Monaco
DENIM 24/7®	13.29689	5-APR-2013	Monaco
KNOCKAROUNDS®	13.29692	5-APR-2013	Monaco
ONLY NECESSITIES®	13.29690	5-APR-2013	Monaco
ROAMAN’S®	13.29694	5-APR-2013	Monaco
SECRET SOLUTIONS BY COMFORT CHOICE®	13.29688	5-APR-2013	Monaco
SECRET SOLUTIONS®	13.29687	5-APR-2013	Monaco
WOMAN WITHIN®	13.29759	5-APR-2013	Monaco
COMFORT CHOICE®	509723	22-FEB-2013	Russia
DENIM 24/7™	2013712548	15-APR-2013	Russia
ONESTOPPLUS®	480780	20-FEB-2012	Russia
SECRET SOLUTIONS BY COMFORT CHOICE®	514779	25-FEB-2013	Russia
SECRET SOLUTIONS®	511852	25-FEB-2013	Russia
WOMAN WITHIN®	515963	25-FEB-2013	Russia

Domestic Trademarks – Jessica London, Inc.

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>	<u>Country</u>
TRULY FLAWLESS™	86310474	16-JUN-2014	United States

Domestic Trademarks – Swimsuits for All, LLC

<u>MARK</u>	<u>REGISTRATION NUMBER/ APPLICATION NUMBER</u>	<u>REGISTRATION DATE/ APPLICATION DATE</u>
Aquabella	Reg 2774185 App 78975106	Registration Date 14-OCT-2003 Application Date 05-MAR-2002
Sexy At Every Curve	Reg 4641375 App 86322749	Registration Date 18-NOV-2014 Application Date 27-JUN-2014
Life Is Better In A Swimsuit	App 86508043	Application Date 20-JAN-2015
It's Better In A Swimsuit	App 86252586	Application Date 15-APR-2014