

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release and Reassignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC		07/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HANDSTANDS PROMO, INC.		
Street Address:	102 WEST 12200 SOUTH		
City:	DRAPER		
State/Country:	UTAH		
Postal Code:	84020		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2819727	JELLY	
Registration Number:	2797624	CELL MATE	
Registration Number:	2799439	JELLY SMACKER	
Registration Number:	3320690	GADGET GRIPS	
Registration Number:	3595659	SKINWARE	
Registration Number:	3628425	A.ROMA	
Registration Number:	3640796	COOL LIFT	
Registration Number:	3935061	MADE TO GO	
Registration Number:	4682964	DOT	
Registration Number:	4490534	GADGET GRIPS	
Registration Number:	4504266	GADGET GRIPS	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	Bryan Cave LLP		
Address Line 1:	211 North Broadway, Suite 3600		

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Address Line 4:	St. Louis, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	0394777
NAME OF SUBMITTER:	Lucinda A. Althausser
SIGNATURE:	/Lucinda A. Althausser/
DATE SIGNED:	07/05/2016
Total Attachments: 3 source=Project Backflip - Trademark Release (Madison-Handstands Promo) [Executed]-v1#page1.tif source=Project Backflip - Trademark Release (Madison-Handstands Promo) [Executed]-v1#page2.tif source=Project Backflip - Trademark Release (Madison-Handstands Promo) [Executed]-v1#page3.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 1, 2016, by MADISON CAPITAL FUNDING LLC, as administrative agent (in such capacity, "Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Handstands Promo, Inc., a Utah corporation ("Grantor"), and Secured Party are parties to that certain Trademark Security Agreement dated as of December 31, 2013 (the "Security Agreement") pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined therein) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 24, 2014, at Reel 5200, Frame 0969;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following:

(a) all of its Trademarks included in the Collateral, including, without limitation, each Trademark listed on Schedule A annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC,
as First Lien Agent

By: 
Name: Lynn Rehn
Title: Vice President

SCHEDULE A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
JELLY	2819727	3/2/2004	U.S.
CELL MATE	2797624	12/23/03	U.S.
JELLY SMACKER	2779439	12/23/03	U.S.
GADGET GRIPS	3320690	10/23/07	U.S.
SKINWARE	3595659	3/24/09	U.S.
A.ROMA	3628425	5/26/09	U.S.
COOL LIFT	3640796	6/16/09	U.S.
MADE TO GO	3935061	3/22/11	U.S.
DOT	4682964	2/3/2015	U.S.
GADGET GRIPS	4490534	3/4/2014	U.S.
GADGET GRIPS	4504266	4/1/2014	U.S.