

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse, AG, as Collateral Agent		10/05/2016	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Focus Brands Inc.		
Street Address:	5620 Glenridge Drive N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30342		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3188037	FOCUS BRANDS	
Registration Number:	3306199	FOCUS ON MAKING PEOPLE HAPPY	
Registration Number:	2954989	FOCUS ON MAKING PEOPLE HAPPY!	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F165864 2nd Release		
NAME OF SUBMITTER:	Emily Ohannessian		
SIGNATURE:	/Emily Ohannessian/		
DATE SIGNED:	10/10/2016		
Total Attachments: 4			

OP \$90.00 3188037

source=Release 2L Trademarks Focus Brands Inc - Execution Version#page2.tif

source=Release 2L Trademarks Focus Brands Inc - Execution Version#page3.tif

source=Release 2L Trademarks Focus Brands Inc - Execution Version#page4.tif

source=Release 2L Trademarks Focus Brands Inc - Execution Version#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of October 5, 2016, is made in favor of Focus Brands Inc., a Delaware corporation (the “**Grantor**”), by Credit Suisse AG, in its capacity as collateral agent pursuant to the Guarantee and Collateral Agreement defined below (in such capacity, the “**Collateral Agent**”) on behalf of the Secured Parties. Capitalized terms used and not defined herein shall have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, the Grantor is a party to the Second Lien Guarantee and Collateral Agreement, dated as of February 21, 2012 (the “**Guarantee and Collateral Agreement**”), in favor of the Collateral Agent pursuant to which the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in, to and under the Collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement dated as of February 21, 2012 (the “**Trademark Security Agreement**”), which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 4728 / Frame 0748 on March 2, 2012, pursuant to which the Grantor granted a continuing security interest in the Trademark Collateral (as defined in the Trademark Security Agreement; hereinafter, the “**Trademark Collateral**”), including all of the Grantor’s right, title and interest in, to and under each trademark of the Grantor, and each trademark license to which the Grantor is a party, as listed on Schedule I hereto (the “**Specified Trademarks**”);

WHEREAS, the Grantor has requested that the Collateral Agent deliver this Release; and

WHEREAS, the Collateral Agent has duly authorized the execution and delivery of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent in its capacity as Collateral Agent and on behalf of the Secured Parties, hereby terminates and releases its security interest in and to, but solely under the Trademark Security Agreement, all of the Grantor’s right, title and interest in, to and under all of the following Collateral:

- a. the Trademark Collateral, including the Specified Trademarks;
- b. all of the goodwill of the business connected with the use of, or symbolized by such Trademark Collateral and Specified Trademarks; and
- c. all proceeds of and revenues from the foregoing, including without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of such

Trademark Collateral, including the Specified Trademarks, or for injury to the goodwill associated with any of the foregoing.

Notwithstanding anything to the contrary, nothing herein shall be construed as modifying, terminating or otherwise releasing any security interest granted to the Collateral Agent in, to or under any Collateral (including, for the avoidance of doubt, any Trademarks) under the Guarantee and Collateral Agreement, other than, to the extent granted therein, any security interest in the Specified Trademarks.

This Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflict of law principles that would require the application of laws of another jurisdiction.

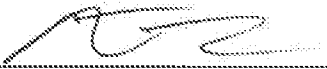
This Release may be executed in one or more counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more of its counterparts.

[Signature page to follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date and year first above written.

Credit Suisse AG, Cayman Islands Branch

By: 
Name: Robert Hetu
Title: Authorized Signatory

By: 
Name: Nicholas Goss
Title: Authorized Signatory

[Signature Page to Focus Brands Second Lien Trademark Release]

SCHEDULE I

FOCUS BRANDS INC.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
FOCUS BRANDS	USA	78/531350	13-Dec-04	3188037	19-Dec-06
FOCUS ON MAKING PEOPLE HAPPY	USA	77/095810	31-Jan-07	3306199	09-Oct-07
FOCUS ON MAKING PEOPLE HAPPY! & DESIGN	USA	78/389221	23-Mar-04	2954989	24-May-05

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
None			