

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM410403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garrison Loan Agency Services LLC		12/27/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JJ Acquisition, LLC		
Street Address:	21350 Lassen Street		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3455212	JIMMYJANE	
Registration Number:	4335075	WIT	
Registration Number:	3904740	THE PLEASURE'S IN THE DETAILS	
Registration Number:	3883316	THREESOME	
Registration Number:	3750364	THE USUAL SUSPECTS	
Registration Number:	3750365	ICONIC RABBIT	
Registration Number:	3750366	TWICE AS NICE	
Registration Number:	3750367	ICONIC POCKET	
Serial Number:	77444438	ICONIC RING	
Registration Number:	4146458	PLEASURE TO THE PEOPLE	
Registration Number:	3622213	LIVE SEXY	
Registration Number:	4463201	WIT CHARM KINK	
Registration Number:	4482076	HELLO	
Registration Number:	3054766	LITTLE SOMETHING	
Registration Number:	3220560		
Registration Number:	3709154	AFTERGLOW	
Registration Number:	3360252	FORM 6	
Registration Number:	3354325	LITTLE CHROMA	

CH \$465.00 3455212

CORRESPONDENCE DATA**Fax Number:** 2125935955

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.

Phone: 212-756-2132**Email:** scott.kareff@srz.com**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP**Address Line 1:** 919 Third Avenue**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	050319-0039
NAME OF SUBMITTER:	Scott Kareff (050319-0039)
SIGNATURE:	/kc for sk/
DATE SIGNED:	12/28/2016

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") dated as of December 27, 2016, is made by GARRISON LOAN AGENCY SERVICES LLC, as collateral agent for the Secured Parties (in such capacity, the "Agent"), in favor of JJ ACQUISITION, LLC (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of October 4, 2013 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Security Agreement"), by and among the Grantor, certain other grantors party thereto and the Agent and (ii) that certain Trademark Security Agreement, dated as of February 19, 2014, made by and between the Grantor and the Agent (the "Trademark Security Agreement" and, together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor have pledged and granted to the Agent a security interest in all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5220, Frame 0202 on February 20, 2014;

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the other Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements; and

WHEREAS, the Obligations are being repaid by the Borrower and the Collateral Agent desires to terminate and release its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

1. Release of Security Interest. Agent hereby terminates the Trademark Security Agreement and terminates, cancels, releases and discharges its security interests in, and reassigns to the Grantor, all of the following (collectively, the "Trademark Collateral"):

(a) (i) all of such Grantor's Trademarks and Trademark Licenses, including without limitation those referred to on **Schedule I** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

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

3. Filing of the Release. Agent hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Grantor or its designees, at Grantor's sole cost and expense.

4. Counterparts; Electronic Transmission. This Release may be executed and delivered by facsimile or other means of electronic transmission (including .pdf) and such transmission shall constitute an original for all purposes.

5. Further Assurances. Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor may reasonably request in order to confirm, effectuate or record this Release.

6. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without reference to its conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

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

GARRISON LOAN AGENCY SERVICES LLC
as Agent

By: _____

Name: BRIAN CHASE

Title: CHIEF OPERATING OFFICER

**SCHEDULE I
TO
RELEASE OF TRADEMARK SECURITY INTEREST**

JJ ACQUISITION, LLC

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
JIMMYJANE	United States	78/452,110	07/16/2004	3,455,212	06/24/2008	Registered
WIT	United States	77/510,573	06/28/2008	4,335,075	05/14/2013	Registered
THE PLEASURE'S IN THE DETAILS	United States	77/510,583	06/28/2008	3,904,740	01/11/2011	Registered
THREESOME	United States	77/458,461	04/25/2008	3,883,316	11/30/2010	Registered
THE USUAL SUSPECTS	United States	77/444,294	04/09/2008	3,750,364	02/16/2010	Registered
ICONIC RABBIT	United States	77/444,311	04/09/2008	3,750,365	02/16/2010	Registered
TWICE AS NICE	United States	77/444,326	04/09/2008	3,750,366	02/16/2010	Registered
ICONIC POCKET	United States	77/444,435	04/09/2008	3,750,367	02/16/2010	Registered
ICONIC RING	United States	77/444,438	04/09/2008	7,750,368	02/16/2010	Registered
PLEASURE TO THE PEOPLE	United States	85/433,057	09/27/2011	4,146,458	05/22/2012	Registered
LIVE SEXY	United States	77/558,745	08/26/2008	3,622,213	05/19/2009	Registered
WIT CHARM KINK	United States	85/482,285	11/29/2011	4,463,201	01/07/2014	Registered
HELLO	United States	85/735,504	09/21/2012	4,482,076	02/11/2014	Registered
LITTLE SOMETHING	United States	78/561,114	02/04/2005	3,054,766	01/31/2006	Registered
Heart Design	United States	78/471,158	08/20/2004	3,220,560	03/20/2007	Registered
AFTERGLOW	United States	77/191,176	05/26/2007	3,709,154	11/10/2009	Registered
FORM 6 (Stylized)	United States	77/022,558	10/17/2006	3,360,252	12/25/2007	Registered
LITTLE CHROMA	United States	78/914,912	06/22/2006	3,354,325	12/11/2007	Registered

JIMMYJANE	Canada	1243674	01/14/2005	TMA688447	05/28/2007	Registered
JIMMYJANE	China	0846077	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Comm. TM (Int. TM)	08460477	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Hong Kong	301940049	06/08/2011	301940049	06/08/2011	Registered
JIMMYJANE	Japan	0846077	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Korea	0846077	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Singapore	0846077	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Turkey	0846077	01/14/2005	0846077	01/14/2005	Registered
JIMMYJANE	Taiwan	100041933	08/17/2011	01528715	07/16/2012	Registered
Heart Design	Canada	1247810	02/18/2005	TMA688230	05/24/2007	Registered
Heart Design	China	852899	02/18/2005	852899	02/18/2005	Registered
Heart Design	Comm. TM (Int. TM)	852899	02/18/2005	852899	02/18/2005	Registered
Heart Design	Japan	852899	02/18/2005	852899	02/18/2005	Registered
Heart Design	Singapore	852899	02/18/2005	852899	02/18/2005	Registered
Heart Design	Taiwan	100041932	08/17/2011	01535441	09/01/2012	Registered
FORM 6 (Stylized)	Canada	1343159	04/12/2007	TMA772708	07/22/2010	Registered