

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM410409

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|-----------------------------------|--|-------------------------|-------------------------------------|
| 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: | PD Products, LLC | | |
| Street Address: | 21350 Lassen Street | | |
| City: | Chatsworth | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91311 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 55 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86042084 | WEB WALL | |
| Serial Number: | 86030644 | REAL FEEL | |
| Serial Number: | 85954329 | CERAMIX | |
| Serial Number: | 85946843 | PURE ALUMINIUM | |
| Serial Number: | 85884285 | ROTO-BATOR | |
| Serial Number: | 85875429 | MIDGET-MAN | |
| Serial Number: | 85875440 | MIDGET MAN | |
| Serial Number: | 85873085 | ANAL FANTASY COLLECTION | |
| Serial Number: | 85620132 | PIPEDREAM PLANOGRAMMER | |
| Serial Number: | 85478216 | ELITE SILICONE | |
| Serial Number: | 85375613 | SEX THERAPY | |
| Serial Number: | 85374277 | JELLY GEMS | |
| Serial Number: | 85322241 | MEGA MASTURBATOR | |
| Serial Number: | 85299329 | THE TUGGIE | |
| Serial Number: | 85221626 | PUMP WORX | |
| Serial Number: | 85177237 | FETISH FANTASY EXTREME | |
| Serial Number: | 85177228 | FANTA FLESH | |
| Serial Number: | 85066895 | SHOCK THERAPY | |
| Serial Number: | 85037031 | FETISH FANTASY ELITE | |
| TRADEMARK | | | |

CH \$1390.00 86042084

| Property Type | Number | Word Mark |
|----------------|----------|---------------------------------|
| Serial Number: | 85018874 | FETISH FANTASY LINGERIE |
| Serial Number: | 77961094 | PIPEDREAM COMPANY STORE |
| Serial Number: | 77925291 | LE REVE |
| Serial Number: | 77884554 | ICICLES |
| Serial Number: | 77869508 | METAL WORX |
| Serial Number: | 77810541 | PIPEDREAM EXTREME TOYZ |
| Serial Number: | 77746468 | WALL BANGERS |
| Serial Number: | 77731939 | WOW VIBE! |
| Serial Number: | 77723926 | PURE SEX |
| Serial Number: | 77633451 | WANACHI |
| Serial Number: | 77396365 | FETISH FANTASY SERIES |
| Serial Number: | 77152028 | BASIX RUBBER WORKS |
| Serial Number: | 78820037 | BACHELORETTE PARTY FAVORS |
| Serial Number: | 78817590 | LUV TOUCH |
| Serial Number: | 78796318 | SEX SHOT |
| Serial Number: | 78754600 | PORTABLE PLEASURES |
| Serial Number: | 78740337 | FINGER FUN |
| Serial Number: | 78440211 | FANTASY SWING |
| Serial Number: | 78380408 | MEGA STRETCH |
| Serial Number: | 78379615 | MINI-MITE |
| Serial Number: | 76550808 | PIPEDREAM |
| Serial Number: | 76528584 | ALWAYS ON THE CUTTING EDGE |
| Serial Number: | 76514099 | PIPEDREAM |
| Serial Number: | 76504391 | LOVERS LOTTO |
| Serial Number: | 76504390 | PIN THE MACHO ON THE MAN |
| Serial Number: | 76504392 | RUBBA-WEAR |
| Serial Number: | 76504393 | FORE-PLAYING CARDS |
| Serial Number: | 76504394 | PARADICE |
| Serial Number: | 76504396 | THE PERFECT DATE |
| Serial Number: | 76504388 | FURRY CUFFS |
| Serial Number: | 76504389 | GLOW IN THE DARK EROTIC DICE |
| Serial Number: | 76504395 | LOVE MASK |
| Serial Number: | 76504387 | EDIBLE CROTCHLESS GUMMY PANTIES |
| Serial Number: | 76439933 | MOIST |
| Serial Number: | 74655272 | EXPLORING ULTIMATE FANTASIES |
| Serial Number: | 74549792 | BODY HEAT |

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

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| ATTORNEY DOCKET NUMBER: | 050319-0039 |
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| NAME OF SUBMITTER: | Scott Kareff (050319-0039) |
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| SIGNATURE: | /kc for sk/ |
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| DATE SIGNED: | 12/28/2016 |
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Total Attachments: 11

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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 PD PRODUCTS, 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 October 4, 2013, 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 5125, Frame 0604 on October 4, 2013;

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.

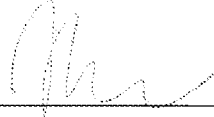
5. Further Assurances. Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor may reasonably request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

PD PRODUCTS, LLC

US Trademarks

| Mark/Image | Country | Application No. Application Date | Registration No. Registration Date | Status |
|-------------------|----------------|---|---|---------------|
| WEB WALL | United States | App 86042084 App 19-AUG-2013 | | Pending |
| REAL FEEL | United States | App 86030644 App 06-AUG-2013 | 4924494 22-MAR-2016 | Registered |
| CERAMIX | United States | App 85954329 App 07-JUN-2013 | 4516632 15-APR-2014 | Registered |
| PURE ALUMINIUM | United States | App 85946843 App 30-MAY-2013 | 4545372 3-JUN-2014 | Registered |
| ROTO-BATOR | United States | App 85884285 App 22-MAR-2013 | Reg 4388253 Reg 20-AUG-2013 | Registered |


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| MIDGET-MAN | United States | App 85875429 App 13-MAR-2013 | Reg 4388228 Reg 20-AUG-2013 | Registered |
| MIDGET MAN | United States | App 85875440 App 13-MAR-2013 | Reg 4388229 Reg 20-AUG-2013 | Registered |
| ANAL FANTASY COLLECTION | United States | App 85873085 App 11-MAR-2013 | 4507635 1-APR-2014 | Registered |
| PIPEDREAM PLANOGRAMMER | United States | App 85620132 App 08-MAY-2012 | 4489052 25-FEB-2014 | Registered |
| ELITE SILICONE | United States | App 85478216 App 21-NOV-2011 | Reg 4178674 Reg 24-JUL-2012 | Registered |
| SEX THERAPY | United States | App 85375613 App 19-JUL-2011 | Reg 4085456 Reg 10-JAN-2012 | Registered |
| JELLY GEMS | United States | App 85374277 App 18-JUL-2011 | Reg 4199843 Reg 28-AUG-2012 | Registered |

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| MEGA MASTURBATOR | United States | App 85322241 App 16-MAY-2011 | Reg 4067269 Reg 06-DEC-2011 | Registered |
| THE TUGGIE | United States | App 85299329 App 19-APR-2011 | Reg 4059870 Reg 22-NOV-2011 | Registered |
| PUMP WORX | United States | App 85221626 App 19-JAN-2011 | Reg 4176512 Reg 17-JUL-2012 | Registered |
| FETISH FANTASY EXTREME | United States | App 85177237 App 15-NOV-2010 | Reg 4088908 Reg 17-JAN-2012 | Registered |
| FANTA FLESH | United States | App 85177228 App 15-NOV-2010 | Reg 3985350 Reg 28-JUN-2011 | Registered |
| SHOCK THERAPY | United States | App 85066895 App 18-JUN-2010 | Reg 3886472 Reg 07-DEC-2010 | Registered |
| FETISH FANTASY ELITE | United States | App 85037031 App 12-MAY-2010 | Reg 4165071 Reg 26-JUN-2012 | Registered |

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| FETISH FANTASY LINGERIE | United States | App 85018874 App 20-APR-2010 | Reg 4094251 Reg 31-JAN-2012 | Registered |
| PIPEDREAM COMPANY STORE | United States | App 77961094 App 17-MAR-2010 | Reg 3841467 Reg 31-AUG-2010 | Registered |
| LE REVE | United States | App 77925291 App 01-FEB-2010 | Reg 3841269 Reg 31-AUG-2010 | Registered |
| ICICLES | United States | App 77884554 App 02-DEC-2009 | Reg 3909138 Reg 18-JAN-2011 | Registered |
| METAL WORX | United States | App 77869508 App 10-NOV-2009 | Reg 4106010 Reg 28-FEB-2012 | Registered |
| PIPEDREAM EXTREME TOYZ | United States | App 77810541 App 21-AUG-2009 | Reg 3777322 Reg 20-APR-2010 | Registered |
| WALL BANGERS | United States | App 77746468 App 28-MAY-2009 | Reg 3715238 Reg 24-NOV-2009 | Registered |

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| WOW VIBE! | United States | App 77731939 App 07-MAY-2009 | Reg 3759260 Reg 09-MAR-2010 | Registered |
| PURE SEX | United States | App 77723926 App 28-APR-2009 | Reg 3714888 Reg 24-NOV-2009 | Registered |
| WANACHI | United States | App 77633451 App 15-DEC-2008 | Reg 3647432 Reg 30-JUN-2009 | Registered |
| FETISH FANTASY SERIES | United States | App 77396365 App 13-FEB-2008 | Reg 3556369 Reg 06-JAN-2009 | Registered |
| BASIX RUBBER WORKS | United States | App 77152028 App 09-APR-2007 | Reg 3387931 Reg 26-FEB-2008 | Registered |
| BACHELORETTE PARTY FAVORS | United States | App 78820037 App 21-FEB-2006 | Reg 3189458 Reg 26-DEC-2006 | Registered |

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| LUV TOUCH | United States | App 78817590 App 17-FEB-2006 | Reg 3158800 Reg 17-OCT-2006 | Registered |
| SEX SHOT | United States | App 78796318 App 20-JAN-2006 | Reg 3171592 Reg 14-NOV-2006 | Registered |
| PORTABLE PLEASURES | United States | App 78754600 App 15-NOV-2005 | Reg 3320650 Reg 23-OCT-2007 | Registered |
| FINGER FUN | United States | App 78740337 App 25-OCT-2005 | Reg 3260185 Reg 10-JUL-2007 | Registered |
| FANTASY SWING | United States | App 78440211 App 23-JUN-2004 | Reg 2992226 Reg 06-SEP-2005 | Registered |
| MEGA STRETCH | United States | App 78380408 App 08-MAR-2004 | Reg 2933237 Reg 15-MAR-2005 | Registered |
| MINI-MITE | United States | App 78379615 App 05-MAR-2004 | Reg 2935000 Reg 22-MAR-2005 | Registered |

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|  | United States | App 76550808 App 10-OCT-2003 | Reg 3313037 Reg 16-OCT-2007 | Registered |
| ALWAYS ON THE CUTTING EDGE | United States | App 76528584 App 10-JUL-2003 | Reg 2888577 Reg 28-SEP-2004 | Registered |
| PIPEDREAM | United States | App 76514099 App 13-MAY-2003 | Reg 3256777 Reg 26-JUN-2007 | Registered |
| LOVERS LOTTO | United States | App 76504391 App 08-APR-2003 | Reg 2822721 Reg 16-MAR-2004 | Registered |
| PIN THE MACHO ON THE MAN | United States | App 76504390 App 08-APR-2003 | Reg 2812765 Reg 10-FEB-2004 | Registered |
| RUBBA-WEAR | United States | App 76504392 App 08-APR-2003 | Reg 2822722 Reg 16-MAR-2004 | Registered |
| FORE-PLAYING CARDS | United States | App 76504393 App 08-APR-2003 | Reg 2814825 Reg 17-FEB-2004 | Registered |
| PARADICE | United States | App 76504394 App 08-APR-2003 | Reg 2814826 Reg 17-FEB-2004 | Registered |

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| THE PERFECT DATE | United States | App 76504396 App 08-APR-2003 | Reg 2814828 Reg 17-FEB-2004 | Registered |
| FURRY CUFFS | United States | App 76504388 App 08-APR-2003 | Reg 2824744 Reg 23-MAR-2004 | Registered |
| GLOW IN THE DARK EROTIC DICE | United States | App 76504389 App 08-APR-2003 | Reg 2824745 Reg 23-MAR-2004 | Registered |
| LOVE MASK | United States | App 76504395 App 08-APR-2003 | Reg 2814827 Reg 17-FEB-2004 | Registered |
| EDIBLE CROTCHLESS GUMMY PANTIES | United States | App 76504387 App 08-APR-2003 | Reg 2859081 Reg 29-JUN-2004 | Registered |
| MOIST | United States | App 76439933 App 12-AUG-2002 | Reg 2763833 Reg 16-SEP-2003 | Registered |
| EXPLORING ULTIMATE FANTASIES | United States | App 74655272 App 03-APR-1995 | Reg 1951572 Reg 23-JAN-1996 | Registered |
| BODY HEAT | United States | App 74549792 App 15-JUL-1994 | Reg 2063661 Reg 20-MAY-1997 | Registered |