

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP Paribas, as Collateral Agent		02/01/2017	Banking corporation: FRANCE
RECEIVING PARTY DATA			
Name:	Kendra Scott, LLC		
Street Address:	3800 North Lamar Blvd, Suite 400		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78756		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4159941	COLOR BAR	
Serial Number:	77859007	I DO	
Serial Number:	86601470		
Serial Number:	86601462		
Serial Number:	86485010		
Serial Number:	86492825		
Serial Number:	86488304		
Registration Number:	4297566		
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<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:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon Street		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2068279-2024		

OP \$215.00 4159941

NAME OF SUBMITTER:	Betty G. Smith
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	02/02/2017
Total Attachments: 5 source=Release of Security Interest in Intellectual Property - Kendra Scott, LLC (BNP)#page1.tif source=Release of Security Interest in Intellectual Property - Kendra Scott, LLC (BNP)#page2.tif source=Release of Security Interest in Intellectual Property - Kendra Scott, LLC (BNP)#page3.tif source=Release of Security Interest in Intellectual Property - Kendra Scott, LLC (BNP)#page4.tif source=Release of Security Interest in Intellectual Property - Kendra Scott, LLC (BNP)#page5.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of February 1, 2017, by **BNP PARIBAS**, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the “Collateral Agent”), in favor of **KENDRA SCOTT, LLC** (the “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of July 17, 2015, by and among Grantor, Kendra Scott Design, Inc., certain subsidiaries of the Grantor and Collateral Agent (the “Pledge and Security Agreement”) and (ii) that certain Intellectual Property Security Agreement, dated as of July 17, 2015, by and between Grantor and Collateral Agent (the “Intellectual Property Security Agreement”), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Trademarks (as defined in each of the Pledge and Security Agreement and the Intellectual Property Security Agreement), including, without limitation, the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto (the “Trademark Security Interest”);

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on August 26, 2015 at Reel 5609, Frame 0655;

WHEREAS, the Grantor has satisfied in full the terms of the Pledge and Security Agreement and Intellectual Property Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Release.

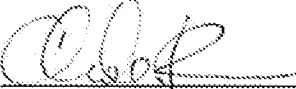
NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:


1. Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Trademarks (including, without limitation, the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

BNP PARIBAS, as Collateral Agent

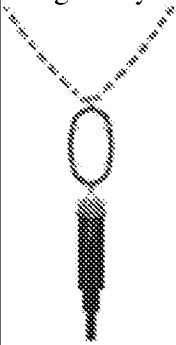
By: 
Name: _____
Title: **George P. Brennan**
Director

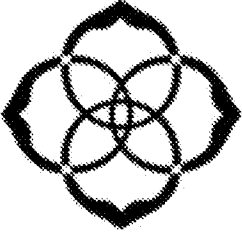

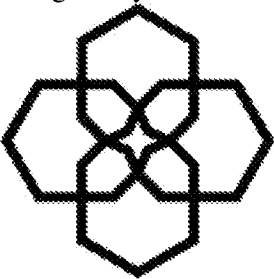
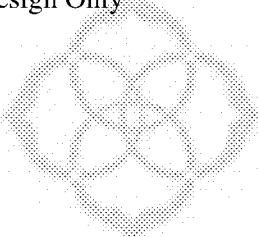

Yung Liu
Vice President

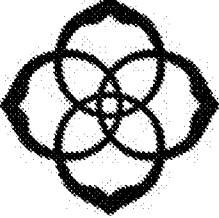
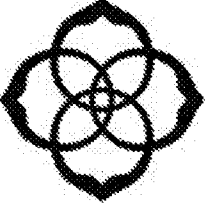
[Signature Page to Release of Security Interest in Intellectual Property]

Schedule 1

Trademarks

Grantor	Country/ Jurisdiction	Trademarks/Name/Serial Number/Registration Number	Status/Status Date
Kendra Scott, LLC	U.S.	COLOR BAR Color Bar RN: 4159941 SN: 85248716	Registered June 19, 2012
Kendra Scott, LLC	U.S.	I DO I do SN: 77859007	Pending – Suspended August 10, 2010
Kendra Scott, LLC	U.S.	Design Only  SN: 86601470	Pending - Initialized April 21, 2015
Kendra Scott, LLC	U.S.	Design Only	Pending - Initialized April 21, 2015

Grantor	Country/ Jurisdiction	Trademarks/Name/Serial Number/Registration Number	Status/Status Date
		SN: 86601462	
Kendra Scott, LLC	U.S.	Design Only  SN: 86485010	Published May 26, 2015
Kendra Scott, LLC	U.S.	Design Only  SN: 86492825	Published June 2, 2015
Kendra Scott, LLC	U.S.	Design Only  SN: 86488304	Published June 9, 2015
Kendra Scott, LLC	U.S.	Design Only 	Registered March 5, 2013

Grantor	Country/ Jurisdiction	Trademarks/Name/Serial Number/Registration Number	Status/Status Date
		RN: 4297566 SN: 85615070	
Kendra Scott, LLC	Canada	Design Only  AN: 1729129	Pending
Kendra Scott, LLC	WIPO/Madrid	Design Only  AN: A0049771 RN: 1250271	Registered April 14, 2015 Extension of Protection to China - Pending