

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc.	FORMERLY Hercules Technology Growth Capital, Inc.	02/28/2017	Corporation:

RECEIVING PARTY DATA

Name:	Nasty Gal, Inc.
Street Address:	523 W. 6th Street, Suite 330
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90014
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4728316	AFTER PARTY
Serial Number:	86000962	AFTER PARTY BY NASTY GAL
Serial Number:	85475417	MIRAGE
Serial Number:	85713544	MIRAGE AT NASTY GAL
Serial Number:	85964637	NASTY GAL
Registration Number:	4444069	NASTY GAL
Registration Number:	3953331	NASTY GAL
Registration Number:	4548339	NASTY GAL
Serial Number:	85746814	NASTY GALLERY
Serial Number:	85475404	SHOE CULT
Registration Number:	4549130	SHOE CULT
Registration Number:	4426477	SHOE CULT BY NASTY GAL
Registration Number:	4422832	SUPER NASTY

CORRESPONDENCE DATA

Fax Number: 4048853900

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: 4048853155

TRADEMARK

Email: austin.padgett@troutmansanders.com
Correspondent Name: Austin Padgett
Address Line 1: 600 Peachtree St. NE, Suite 5200
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER: Nasty Gal

NAME OF SUBMITTER: Austin Padgett

SIGNATURE: /Austin Padgett/

DATE SIGNED: 02/28/2017

Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of February 28, 2017 and granted by HERCULES CAPITAL, INC. f/k/a Hercules Technology Growth Capital, Inc. (the "**Collateral Agent**"), a Maryland corporation, as collateral agent for the secured parties under the Loan Agreement referred to below (the "**Secured Parties**"), in favor of NASTY GAL INC., a California corporation located at 523 W. 6th Street, Suite 330, Los Angeles, California 90014 (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of November 6, 2015 (the "**Loan Agreement**") among the Grantor, the Collateral Agent and the lender parties thereto, the Grantor executed and delivered to the Collateral Agent (i) that certain Loan and Security Agreement by and between the Grantor and the Collateral Agent dated as of November 6, 2015 (the "**Master Security Agreement**") and (ii) that certain Intellectual Property Security Agreement by and between the Grantor and the Collateral Agent dated as of November 6, 2015 (the "**IP Security Agreement**" and, together with the Master Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 05866, Frame 0966 and with the United States Copyright Office at Document Number V9909 D361 P1-6; and

WHEREAS, the Grantor has requested that the Collateral 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 Collateral Agent and the Secured Parties may have in the IP Collateral pursuant to the Security Agreements.

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

Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have pursuant to the Security Agreements in, to and under the following (collectively, the "**IP Collateral**"):

any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof ("**Copyrights**");

all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Patent, Trademark or Copyright;

any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[SIGNATURE PAGE FOLLOWS]

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

HERCULES CAPITAL, INC.,

as Agent

By: 

Name:

Jennifer Close

Title:

Assistant General Counsel

SCHEDULE 1
PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	[Application]/Registration Number
AFTER PARTY	Australia	[1566244]
AFTER PARTY	Canada	[1635379]
AFTER PARTY	European Union	011927365
AFTER PARTY	United States	4728316
AFTER PARTY BY NASTY GAL	Australia	1566249
AFTER PARTY BY NASTY GAL	Canada	[1635380]
AFTER PARTY BY NASTY GAL	European Union	011927571
AFTER PARTY BY NASTY GAL	United States	[86000962]
MIRAGE	United States	[85475417]
MIRAGE AT NASTY GAL	United States	[85713544]
NASTY GAL	Argentina	2554092
NASTY GAL	Argentina	2554093
NASTY GAL	Australia	1564847
NASTY GAL	Australia	1460581
NASTY GAL	Bahamas	[035639]
NASTY GAL	Bahamas	[035638]
NASTY GAL	Bahrain	90496
NASTY GAL	Bahrain	90497
NASTY GAL	Bermuda	[51564]
NASTY GAL	Bermuda	[51565]
NASTY GAL	Brazil	904264475
NASTY GAL	Brazil	[831266635]
NASTY GAL	Canada	TMA890413
NASTY GAL	Canada	[1635378]
NASTY GAL	Chile	997484
NASTY GAL	Chile	997486
NASTY GAL	China	[10281464]
NASTY GAL	China	[10281465]
NASTY GAL	Colombia	507288
NASTY GAL	Colombia	488290
NASTY GAL	Costa Rica	220480
NASTY GAL	Costa Rica	219539
NASTY GAL	Croatia	220112174
NASTY GAL	Dominican Republic	193676
NASTY GAL	Egypt	[267713]

NASTY GAL	Egypt	[267714]
NASTY GAL	European Union	011952421
NASTY GAL	European Union	010430189
NASTY GAL	Hong Kong	302091366
NASTY GAL	Iceland	2402012
NASTY GAL	Israel	242232
NASTY GAL	Japan	5495981
NASTY GAL	Malaysia	2011054879
NASTY GAL	Malaysia	2011054880
NASTY GAL	Mexico	1312708
NASTY GAL	Mexico	1313215
NASTY GAL	New Zealand	852637
NASTY GAL	Norway	265131
NASTY GAL	Peru	00186441
NASTY GAL	Peru	00071140
NASTY GAL	Philippines	42011014702
NASTY GAL	Saudi Arabia	147180
NASTY GAL	Saudi Arabia	[175102]
NASTY GAL	Singapore	T1116460H
NASTY GAL	South Africa	201130149
NASTY GAL	South Africa	201130150
NASTY GAL	South Korea	450044151
NASTY GAL	Switzerland	627086
NASTY GAL	Taiwan	01543271
NASTY GAL	Thailand	SM57194
NASTY GAL	Turkey	201202369
NASTY GAL	United Arab Emirate	168060
NASTY GAL	United Arab Emirates	168061
NASTY GAL	United States	[85964637]
NASTY GAL	United States	4444069
NASTY GAL	United States	3953331
NASTY GAL	Uruguay	429938
NASTY GAL (stylized)	Australia	1510890
NASTY GAL (stylized)	Canada	1594906
NASTY GAL (stylized)	China	[12199381]
NASTY GAL (stylized)	China	[12199380]
NASTY GAL (stylized)	European Union	011157112
NASTY GAL (stylized)	Thailand	TM380894
NASTY GAL (stylized)	United States	4548339
NASTY GALLERY	United States	[85746814]
NASTYGAL (and in Chinese Characters)	China	[11532621]
NASTYGAL (and in Chinese Characters)	China	11532620
NASTYGAL (in Chinese)	China	11532619

Characters)		
NASTYGAL (in Chinese Characters)	China	11532618
SHOE CULT	Australia	1571710
SHOE CULT	Canada	[1638548]
SHOE CULT	China	12700811
SHOE CULT	China	12700810
SHOE CULT	European Union	012027942
SHOE CULT	United States	[85475404]
SHOE CULT	United States	4549130
SHOE CULT BY NASTY GAL	Australia	1536308
SHOE CULT BY NASTY GAL	Canada	[1610514]
SHOE CULT BY NASTY GAL	European Union	011500361
SHOE CULT BY NASTY GAL	United States	4426477
SHOE CULT BY NASTY GAL (stylized)	China	12708031
SUPER NASTY	Australia	1536309
SUPER NASTY	Canada	[1610509]
SUPER NASTY	China	12708030
SUPER NASTY	China	12788104
SUPER NASTY	European Union	011500006
SUPER NASTY	United States	4422832

SCHEDULE 3
Copyright

Title	Type	Reg. No.	Reg. Date
MercedesLeopardShoes.	Visual Material	VA0001872765	2013-05-07