

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434402

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Release of Security Agreement in Trademarks, Recorded at Reel 5746/Frame 0973
RESUBMIT DOCUMENT ID:	900411654

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as Collateral Agent		06/30/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Shortcake IP Holdings LLC
Street Address:	1450 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1117262	STRAWBERRY SHORTCAKE
Registration Number:	1267116	STRAWBERRY SHORTCAKE
Registration Number:	1564827	STRAWBERRY SHORTCAKE
Registration Number:	1959123	STRAWBERRY SHORTCAKE
Registration Number:	2309010	STRAWBERRY SHORTCAKE
Registration Number:	2901936	STRAWBERRY SHORTCAKE
Registration Number:	2887531	STRAWBERRY SHORTCAKE
Registration Number:	2925739	STRAWBERRY SHORTCAKE
Registration Number:	3171964	STRAWBERRY SHORTCAKE
Registration Number:	2803695	STRAWBERRY SHORTCAKE
Registration Number:	2856798	STRAWBERRY SHORTCAKE
Registration Number:	4580350	STRAWBERRY SHORTCAKE
Registration Number:	4196032	STRAWBERRY SHORTCAKE
Registration Number:	4847516	STRAWBERRY SHORTCAKE
Registration Number:	1201259	BLUEBERRY MUFFIN
Registration Number:	3775071	WATERMELON KISS

TRADEMARK

900412677

REEL: 006099 FRAME: 0537

Property Type	Number	Word Mark
Registration Number:	3931764	PUPCAKE
Registration Number:	3926692	BERRYKIN
Registration Number:	4176397	CHERRY JAM
Registration Number:	4898852	PITTERPATCH
Registration Number:	4898853	CHIFFON
Registration Number:	4443977	ORANGE BLOSSOM
Registration Number:	4062315	PLUM PUDDING
Registration Number:	4873187	HENNA
Registration Number:	3216265	LEMON MERINGUE
Registration Number:	4724431	CINNAPUP
Registration Number:	4724432	SCOUTY

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1179234-0036-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	07/10/2017

Total Attachments: 5

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**RELEASE OF SECURITY AGREEMENT IN
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 30th day of June, 2017, by CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, as collateral agent Credit Parties (as defined in the Credit Agreement (as defined in the Security Agreement (as defined below))) (in such capacity, together with its successors and assigns, if any, the "Collateral Agent"), in favor of SHORTCAKE IP HOLDINGS LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement by and among IBG Borrower LLC, a Delaware limited liability company (the "Borrower"), the Grantor, the other grantors party thereto and the Collateral Agent dated as of March 7, 2016 (the "Security Agreement"), the Grantor granted to the Collateral Agent for the benefit of the Credit Parties a security interest in certain collateral, including the Copyright Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Grantor executed that certain Confirmatory Trademark Security Agreement, dated as of March 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), under which the Grantor pledged, conveyed, sold, assigned, transferred and set over unto the Collateral Agent, for the benefit of the Credit Parties, and granted to the Collateral Agent, for the Benefit of the Credit Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (the "Security Interest"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 7, 2016 at Reel 5746/Frame 0973;

WHEREAS, the Borrower has requested, and the Collateral Agent wishes to: (a) terminate, dissolve and release any and all liens and encumbrances respecting, and any and all interests of the Collateral Agent in, the Trademark Collateral; and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Borrower has satisfied and fulfilled all of its obligations to release the Collateral Agent's Security Interest in the Trademark Collateral, and the parties seek to make record of the Collateral Agent's release to the Grantor of any and all of its Security Interest in the Trademark Collateral.

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

I. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement. The term "Trademark Collateral," as used herein, shall mean (a) all of the Grantor's right, title and interest in and to the

trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or adopted and used, in its business (including, without limitation, the trademark registrations and trademark applications listed on Schedule A hereto) (collectively, the "Trademarks"), and all goodwill connected with the use of, and symbolized by, each such Trademark; (b) all proceeds, products, rents and profits of or from any and all of the Trademarks and, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Trademarks; and (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

2. Release of Security Interest. The Collateral Agent hereby terminates, discharges and releases to the Grantor any and all of its right, title and interest in and to the Trademark Collateral, including the Security Interest, and assigns, transfers and conveys to Grantor any interest in such Trademark Collateral. Collateral Agent acknowledges and agrees that, as a result of this Release, any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Borrower or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary or as Grantor may reasonably request to effect the termination, release, discharge or reassignment to the Grantor of the Security Interest contemplated hereby.

[signature page follows]

IN WITNESS WHEREOF, the 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.

CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Registered Owner	Mark	App Date	App #	Reg Date	Reg #	Status
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/15/1978	73178085	5/1/1979	1117262	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	9/29/1982	73393580	2/14/1984	1267116	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	4/27/1989	73791750	11/27/1989	1364827	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	5/25/1990	74067093	3/27/1990	1899123	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	10/21/1992	75574758	11/8/2000	2309916	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	2/13/2001	76209019	11/9/2004	2901956	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/19/2002	78145685	9/21/2004	2687331	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/19/2002	78145689	2/9/2005	2925739	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/19/2002	78145691	11/14/2008	3171964	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/19/2002	78145695	1/6/2004	2921695	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	7/19/2002	78145692	6/22/2004	2856798	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	10/13/2010	81151760	8/5/2014	4360350	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	10/13/2010	83978135	8/21/2012	4196932	REGISTERED
Shortcake IP Holdings LLC	STRAWBERRY SHORTCAKE	9/29/2014	86401929	10/8/2015	4847116	REGISTERED
Shortcake IP Holdings LLC	BLUEBERRY MUFFIN	12/31/1979	73284574	7/13/1982	1201259	REGISTERED
Shortcake IP Holdings LLC	WATERMELON KISS	11/3/2008	77934406	4/13/2010	3773071	REGISTERED
Shortcake IP Holdings LLC	PUFFCAKE	6/9/2009	77754998	3/15/2011	3931764	REGISTERED
Shortcake IP Holdings LLC	BERRYKIN	12/8/2009	77888891	3/1/2011	3926602	REGISTERED
Shortcake IP Holdings LLC	CHERRY JAM	11/9/2010	85172894	7/17/2012	4176397	REGISTERED
Shortcake IP Holdings LLC	PITTERPATCH	5/18/2012	83629861	2/9/2016	4898852	REGISTERED
Shortcake IP Holdings LLC	CHIPSON	5/18/2012	83629063	2/8/2016	4898823	REGISTERED
Shortcake IP Holdings LLC	ORANGE BLOSSOM	8/2/2013	86027599	12/3/2015	4431977	REGISTERED

Registered Owner	Mark	App Date	App #	Reg Date	Reg #	Status
Shortcake IP Holdings LLC	PLUM PUDDING	10/12/2014	85150709	11/29/2015	4962313	REGISTERED
Shortcake IP Holdings LLC	BENNA	2/25/2015	86545334	12/23/2015	4873187	REGISTERED
Shortcake IP Holdings LLC	LEMON MERINGUE	4/8/2004	76398438	5/6/2007	3216295	REGISTERED
Shortcake IP Holdings LLC	CINNAPUP	5/18/2012	85983428	4/21/2015	4724431	REGISTERED
Shortcake IP Holdings LLC	SCOOTY	5/18/2012	85983429	4/21/2015	4724432	REGISTERED

Pending Trademark Applications:

None