

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441020

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|---|---------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of 1st Lien Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Credit Suisse AG, Cayman Islands Branch | | 08/28/2017 | Bank: SWITZERLAND |
| RECEIVING PARTY DATA | | | |
| Name: | R.W. Smith & Co. | | |
| Street Address: | 8555 Miralani Drive | | |
| City: | San Diego | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92126 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85317397 | TRIA | |
| Serial Number: | 85877207 | VENU | |
| Serial Number: | 85931565 | ALANI | |
| Serial Number: | 86976263 | CORNERSTONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | CSC | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 787423-3 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 08/29/2017 | | |
| Total Attachments: 3 | | | |
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 28, 2017 (the “Effective Date”), is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as First Lien Collateral Agent (the “Agent”), in favor of the grantors party identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain First Lien Collateral Agreement, dated as of August 22, 2014, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral, including those listed on Schedule A attached hereto (the “Trademark Collateral”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a First Lien Trademark Security Agreement, dated as of July 21, 2016 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 25, 2016 at Reel/Frame 5840/0009;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release and obligations of the parties hereunder, and all of their successors, assigns and transferees, shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as First Lien
Collateral Agent for the Lenders**

By:  _____

Name: William O'Daly

Title: Authorized Signatory

By:  _____

Name: Joan Park

Title: Authorized Signatory

GRANTORS:


R.W. SMITH & CO.

[Signature Page to First Lien Trademark Release]

**TRADEMARK
REEL: 006140 FRAME: 0345**

SCHEDULE A

Reel 5840 / Frame 0009

| | Owner | Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|----|------------------|--|-------------------|--------------------|-----------------|------------------|
| 1. | R.W. Smith & Co. | TRIA & Design  | 85317397 | 05/10/2011 | 4317688 | 04/09/2013 |
| 2. | R.W. Smith & Co. | VENU | 85877207 | 03/15/2013 | 4489569 | 02/25/2014 |
| 3. | R.W. Smith & Co. | ALANI | 85931565 | 05/14/2013 | 4540092 | 05/27/2014 |
| 4. | R.W. Smith & Co. | Cornerstone | 86976263 | 03/20/2014 | 4736840 | 05/12/2015 |