

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441487

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property at Reel/Frame No. 5201/0396

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc. (formerly known as Hercules Technology Growth Capital, Inc.)		08/30/2017	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	ShoeDazzle.com, Inc.
Street Address:	800 Apollo Street
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3736740	SHOEDAZZLE
Serial Number:	85760533	SIGNATURE BY *
Serial Number:	85760521	SCENE BY *
Serial Number:	85806060	SKADDEN
Serial Number:	85820434	SOPHIA & LEE
Serial Number:	85820419	IZABELLA RUE
Serial Number:	85806069	PAPER FOX
Serial Number:	85878866	LEILA STONE
Serial Number:	85831991	DAILY FIX
Serial Number:	85788357	BEAU+ASHE
Serial Number:	85536053	EI8HT BY SHOEDAZZLE

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

TRADEMARK

Address Line 1: 355 South Grand Avenue
Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 053850-0005

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 08/31/2017

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "Release") is dated as of August 30, 2017 by HERCULES CAPITAL, INC. (formerly known as Hercules Technology Growth Capital, Inc.), as Lender under that certain Loan Agreement (defined below) ("Lender") in favor of SHOEDAZZLE.COM, INC., a Delaware corporation ("Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

WITNESSETH

WHEREAS, the Lender, Just Fabulous, Inc., a Delaware corporation, and its subsidiaries, including Grantor, entered into that certain Loan and Security Agreement dated as of July 16, 2013 (as amended, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Grantor executed and delivered to the Lender that certain Intellectual Property Security Agreement dated as of September 10, 2013 (the "Intellectual Property Security Agreement") and recorded with the United States Patent and Trademark Office ("USPTO") on January 27, 2014 at Reel/Frame No. 5201/0396, pursuant to which the Grantor granted and pledged to Lender a security interest in all of its right, title and interest in, to and under the Intellectual Property Collateral (other than Excluded Property) (including without limitation those Copyrights, Patents and Trademarks listed on Schedule I attached hereto and incorporated by reference), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof;


WHEREAS, the Grantor has requested that the Lender release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Lender hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in the Intellectual Property Collateral, including the trademark registrations and trademark applications set forth in Schedule I, and agrees that all of the the security interest in the Intellectual Property Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Lender may have obtained in, to and under the Intellectual Property Collateral under the Loan Agreement and the Intellectual Property Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered as of the date first written above.

HERCULES CAPITAL, INC., as Lender

By: 
Name: Zhuo Huang
Title: Associate General Counsel

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

COPYRIGHTS

None.

PATENTS

None.

TRADEMARKS

Name	Classes	USPTO Serial No. or Registration Number
ShoeDazzle	On-line shoe club ordering services (Class 035), Personal fashion consulting services (Class 045)	3736740 Affidavit of continued use due January 12, 2016
Signature by	Footwear (Class 025)	85760533
Scene by	Footwear (Class 025)	85760521
Skadden	Footwear (Class 025)	85806060
Sophia & Lee	Footwear (Class 025)	85820434
Izabella Rue	Footwear (Class 025)	85820419
Paper Fox	Footwear (Class 025)	85806069
Leila Stone	Footwear (Class 025)	85878866
Daily Fix	Footwear (Class 025)	85831991
Beau+Ashe	Footwear (Class 025), Bags (Class 018) , Jewelry (Class 014)	85788357
Ei8ght by ShoeDazzle	Jewelry (Class 014), Handbags (Class 18), Apparel, fashion accessories, and footwear (Class 25)	85536053