

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM444395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME NOS. 5752/0781 AND 5868/0517		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE		09/22/2017	A CANADIAN CHARTERED BANK:
RECEIVING PARTY DATA			
Name:	FINAL GIFT USA, LLC		
Street Address:	170 SOUTHGATE DRIVE		
City:	GUELPH, ONTARIO		
State/Country:	CANADA		
Postal Code:	N1G 4P5		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3440296	FINAL GIFT	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053644-0120		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	09/25/2017		
Total Attachments: 4			
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OP \$40.00 3440296

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated September 22, 2017 by Canadian Imperial Bank of Commerce, a Canadian chartered bank ("*CIBC*"), with its mailing address at 199 Bay Street, 4th Floor, Toronto, Ontario, Canada M5L 1A2, acting as administrative agent hereunder for certain Secured Creditors (CIBC acting as such administrative agent being hereinafter referred to as the "*Agent*");

WITNESSETH:

WHEREAS, FINAL GIFT USA, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 170 Southgate Drive, Guelph, Ontario N1G 4P5 Canada, and Canadian Imperial Bank of Commerce (the "*Bank*") were parties to a certain Trademark Collateral Agreement dated February 29, 2016 between Debtor and Agent which was recorded in the United States Patent and Trademark Office on March 17, 2016 at Reel 5752, Frame 0781 which was assigned by the Bank to the Agent pursuant to that certain Collateral Assignment of Trademarks dated August 31, 2016, and recorded on September 1, 2016 at Reel 5868, Frame 0517 (collectively, the "*Agreement*"), pursuant to which Debtor granted to Agent, a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the "*Trademark Property*"); and

WHEREAS, Debtor has requested that Agent release its security interests in the Trademark Property and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Agent hereby releases its security interests in, and hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Agent, all of its right, title and interest, if any, in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, including:


(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages.

[Signature Page to Follow]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

CANADIAN IMPERIAL BANK OF COMMERCE, as
Agent

By 
Name Timothy Samis
Title AUTHORIZED SIGNATORY

[Signature Page to Release of Security Interests in Trademarks]

SCHEDULE A
TO RELEASE OF SECURITY INTERESTS IN TRADEMARKS

WORD MARK	REGISTRATION NUMBER	REGISTRATION DATE
Final Gift	3440296	June 3, 2008