

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445230

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		09/29/2017	Cayman Islands Bank: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	Gym-Mark, Inc.
Street Address:	71 Stevenson Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	3207989	1 2 3 4 5 6 7
Registration Number:	3445837	BABY 8
Registration Number:	1950164	BUBBLEOODLES
Registration Number:	3445768	CRAZY 8
Registration Number:	3485537	CRAZY 8
Registration Number:	3850348	CRAZY 8
Registration Number:	1880153	
Registration Number:	2901157	
Registration Number:	2845604	
Registration Number:	2838856	G
Registration Number:	2813672	G
Registration Number:	3230755	GROWING YOUNG MINDS
Registration Number:	2836676	GYMARTS
Registration Number:	1748641	GYMBELLE
Registration Number:	1442236	GYMBO
Registration Number:	1247804	GYMBO
Registration Number:	1861860	GYMBOREE
Registration Number:	1698109	GYMBOREE

OP \$1340.00 3207989

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1436305	GYMBOREE
Registration Number:	1181447	GYMBOREE
Registration Number:	3733995	GYMBOREE
Registration Number:	3355511	GYMBOREE
Registration Number:	2728955	GYMBOREE
Registration Number:	2423981	GYMBOREE
Registration Number:	1773855	GYMBOREE GYMCLUB
Registration Number:	2322435	GYMBOREE ON THE GO
Registration Number:	3049256	GYMBOREE PLAY & MUSIC
Registration Number:	3020189	GYMBOREE PLAY & MUSIC
Registration Number:	3023327	GYMBOREE PLAY & MUSIC
Registration Number:	3034780	GYMBOREE PLAY & MUSIC
Registration Number:	3202661	GYMBOREE YOU AND ME
Registration Number:	2877717	GYMUCKS
Registration Number:	1819257	GYMCLUB
Registration Number:	1829987	GYMKIDS
Registration Number:	3356005	GYMMIES
Registration Number:	3183241	GYMMIES
Registration Number:	3499614	GYM TV
Registration Number:	3074805	JANEVILLE
Registration Number:	2972545	JANEVILLE
Registration Number:	2820254	JANIE AND JACK
Registration Number:	3856716	JANIE AND JACK
Registration Number:	3856717	JANIE AND JACK
Registration Number:	2820371	JANIE AND JACK
Registration Number:	3171603	JINGLE DEALS
Registration Number:	3493610	LIFE IS CRAZY...8 DAYS A WEEK
Registration Number:	1964409	MATCHMATICS
Registration Number:	1751612	PLAYGYM
Registration Number:	2930023	PRECIOUS LITTLE BABY THINGS
Registration Number:	3355446	UNIQUE FROM HEAD TO TOE
Serial Number:	77948811	JANIE AND JACK
Serial Number:	77948796	JANIE AND JACK
Serial Number:	77948807	JANIE AND JACK
Serial Number:	77947711	JANIE AND JACK

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408
Email: mramic@kslaw.com
Correspondent Name: Mia Ramic King and Spalding
Address Line 1: 1180 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	22978.233006
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NAME OF SUBMITTER:	/s/ Mia Ramic
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SIGNATURE:	/s/ Mia Ramic
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DATE SIGNED:	09/29/2017
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Total Attachments: 7

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of September 29, 2017, is made by Credit Suisse AG, Cayman Islands Branch as collateral agent (in such capacity, the "Collateral Agent"), in favor of Gym-Mark, Inc., a California corporation, (the "Pledgor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). Notwithstanding the foregoing, for the purposes of this Termination, "Marks" shall have the meaning assigned to such term in the Trademark Security Agreement (as defined below) and shall include, without limitation, those United States Trademarks and Trademark Applications listed on Schedule 1 attached hereto.

WHEREAS, pursuant to that (i) certain Security Agreement, dated as of June 11, 2017 (as it may be amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") between the Pledgor, the other pledgors party thereto and the Collateral Agent and (ii) certain Grant of Security Interest in United States Trademarks, dated as of June 11, 2017 (the "Trademark Security Agreement") executed by the Pledgor in favor of the Collateral Agent, the Pledgor pledged and granted to the Collateral Agent a security interest in and continuing lien on all of the Pledgor's right, title and interest in, to and under the Marks;

WHEREAS, the security interest in the Marks pledged and granted by the Pledgor to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on June 23, 2017, at Reel 006090, and Frame 0685; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the Marks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Pledgor secured by the Marks pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Pledgor's right, title and interest in, to and under the Marks and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Marks to the Pledgor.

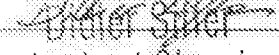
2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.


3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.



CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent


By: 
Name: Peter Silber
Title: Authorized Signatory

By: 
Name: Peter J. Winstanley
Title: Authorized Signatory

**Schedule 1
to
Termination of Security Interests in Trademarks**

Registered Trademarks		
<u>MARK</u>	<u>SERIAL/REG. NO.</u>	<u>APP/REG. DATE</u>
 1 2 3 4 5 6 7	3207989	13-Feb-07
BABY 8 BABY 8	3445837	10-Jun-08
BUBBLEOODLES	1950164	23-Jan-96
CRAZY 8 CRAZY 8	3445768	10-Jun-08
CRAZY 8 CRAZY 8	3485537	12-Aug-08
CRAZY 8 CRAZY 8	3850348	21-Sep-10
 Design Only	1880153	21-Feb-95
 Design Only	2901157	9-Nov-04
 Design Only	2845604	25-May-04

 G	2838856	4-May-04
 G	2813672	10-Feb-04
GROWING YOUNG MINDS GROWING YOUNG MINDS	3230755	17-Apr-07
GYMARTS	2836676	27-Apr-04
GYMBELLE	1748641	26-Jan-93
GYMBO	1442236	9-Jun-87
GYMBO	1247804	9-Aug-83
GYMBOREE	1861860	8-Nov-94
GYMBOREE	1698109	30-Jun-92
GYMBOREE	1436305	14-Apr-87
GYMBOREE	1181447	8-Dec-81
GYMBOREE GYMBOREE	3733995	5-Jan-10
GYMBOREE GYMBOREE	3355511	18-Dec-07
GYMBOREE	2728955	24-Jun-03
GYMBOREE	2423981	23-Jan-01
GYMBOREE GYMCLUB	1773855	25-May-93
GYMBOREE ON THE GO	2322435	22-Feb-00
GYMBOREE PLAY & MUSIC GYMBOREE PLAY & MUSIC	3049256	24-Jan-06

GYMBOREE PLAY & MUSIC GYMBOREE PLAY & MUSIC	3020189	29-Nov-05
GYMBOREE PLAY & MUSIC GYMBOREE PLAY & MUSIC	3023327	6-Dec-05
GYMBOREE PLAY & MUSIC GYMBOREE PLAY & MUSIC	3034780	27-Dec-05
GYMBOREE YOU AND ME GYMBOREE YOU AND ME	3202661	23-Jan-07
GYMUCKS	2877717	24-Aug-04
GYMCLUB	1819257	1-Feb-94
GYMKIDS	1829987	5-Apr-94
GYMMIES GYMMIES	3356005	18-Dec-07
GYMMIES GYMMIES	3183241	12-Dec-06
GYM TV GYM TV	3499614	9-Sep-08
 JANEVILLE	3074805	28-Mar-06
JANEVILLE	2972545	19-Jul-05
JANIE AND JACK	2820254	2-Mar-04
JANIE AND JACK JANIE AND JACK	3856716	5-Oct-10
JANIE AND JACK JANIE AND JACK	3856717	5-Oct-10

JANIE AND JACK	2820371	2-Mar-04
JINGLE DEALS JINGLE DEALS	3171603	14-Nov-06
LIFE IS CRAZY...8 DAYS A WEEK LIFE IS CRAZY...8 DAYS A WEEK	3493610	26-Aug-08
MATCHMATICS	1964409	26-Mar-96
PLAYGYM	1751612	9-Feb-93
PRECIOUS LITTLE BABY THINGS	2930023	8-Mar-05
UNIQUE FROM HEAD TO TOE UNIQUE FROM HEAD TO TOE	3355446	18-Dec-07

<u>Trademark Applications</u>			
<u>Applicant</u>	<u>Trademark</u>	<u>App. Number</u>	<u>App. Date</u>
Gym-Mark, Inc.	JANIE AND JACK JANIE AND JACK	77948811	2-Mar-10
Gym-Mark, Inc.	JANIE AND JACK JANIE AND JACK	77948796	2-Mar-10
Gym-Mark, Inc.	JANIE AND JACK JANIE AND JACK	77948807	2-Mar-10
Gym-Mark, Inc.	JANIE AND JACK JANIE AND JACK	77947711	1-Mar-10