

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458126

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		01/16/2018	Cayman Islands Bank: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gym-Mark, Inc.		
<b>Street Address:</b>	71 Stevenson Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86739680	ONE BIG HAPPY	
<b>Serial Number:</b>	86360721	KIDS + LIFE = CRAZY 8 DAYS A WEEK	
<b>Serial Number:</b>	85976817	HOPE&HOWARD	
<b>Serial Number:</b>	85952606	THE BEST TIME TO BE A KID	
<b>Serial Number:</b>	85931806	OFFICIAL SPONSOR OF CHILDHOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>			
<b>Phone:</b>	4045723408		
<b>Email:</b>	mramic@kslaw.com		
<b>Correspondent Name:</b>	Mia Ramic King and Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	22978.233006		
<b>NAME OF SUBMITTER:</b>	/s/ Mia Ramic		
<b>SIGNATURE:</b>	/s/ Mia Ramic		
<b>DATE SIGNED:</b>	01/16/2018		

OP \$140.00 86739680

**Total Attachments: 4**

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**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of January 16, 2018, 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).

**WHEREAS**, pursuant to that (i) certain Security Agreement, dated as of November 23, 2010 (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, (ii) certain Grant of Security Interest in United States Trademarks, dated as of March 11, 2015 executed by the Pledgor in favor of the Collateral Agent (the "March 2015 Trademark Security Agreement"), and (iii) certain Grant of Security Interest in United States Trademarks, dated as of November 30, 2015 executed by the Pledgor in favor of the Collateral Agent (the "November 2015 Trademark Security Agreement," and together with the March 2015 Trademark Security Agreement, the "Trademark Security Agreements"), 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 trademarks described on Schedule I attached hereto and all proceeds, products, goodwill and causes of action associated therewith (as more fully described in each Trademark Security Agreement, the "Trademark Collateral");

**WHEREAS**, the security interest in the Trademark Collateral pledged and granted by the Pledgor to the Collateral Agent under the Trademark Security Agreements were recorded at the United States Patent and Trademark Office on (i) April 20, 2015, at Reel 5500 and Frame 0890 and (ii) January 13, 2016, at Reel 5708 and Frame 0543, respectively; and

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

**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Pledgor secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreements, 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 Trademark Collateral and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademark Collateral 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.

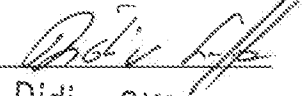
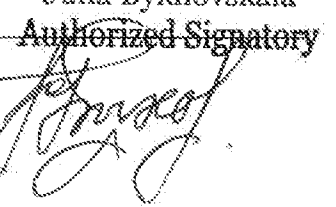
3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT

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: Didier Siffer  
Title: Authorized Signatory  
By:   
Name: Julia Bykhovskaia  
Title: Authorized Signatory

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

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO./REG. NO.</i>	<i>FILING DATE/ REG. DATE</i>
<b>ONE BIG HAPPY</b>	Gym-Mark, Inc.	86739680 / 5096687	08/27/2015 / 12/06/2016
<b>KIDS + LIFE = CRAZY 8 DAYS A WEEK</b>	Gym-Mark, Inc.	86360721 / 4703755	08/07/2014 / 03/17/2015
<b>HOPE&amp;HOWARD</b>	Gym-Mark, Inc.	85976817 / 4180921	04/22/2011 / 07/24/2012
<b>THE BEST TIME TO BE A KID</b>	Gym-Mark, Inc.	85952606 / 4672480	06/06/2013 / 01/13/5015
<b>OFFICIAL SPONSOR OF CHILDHOOD</b>	Gym-Mark, Inc.	85931806 / 4682560	05/14/2013 / 02/03/2015