

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM460303

| | | | |
|---|----------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citibank, N.A., as Collateral Agent | | 01/31/2018 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | HELLO GIGGLES, INC. | | |
| Street Address: | 26 Wilshire Boulevard, Suite 850 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90017-2938 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4459227 | HELLO GIGGLES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 212.318.6532 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Jordan M. Hook, Esq. | | |
| Address Line 1: | 200 Park Avenue, 28th Floor | | |
| Address Line 2: | c/o Paul Hastings LLP | | |
| Address Line 4: | New York, NEW YORK 10116 | | |
| ATTORNEY DOCKET NUMBER: | F175217 release 5666-0791 | | |
| NAME OF SUBMITTER: | Alana Gramer | | |
| SIGNATURE: | /Alana Gramer/ | | |
| DATE SIGNED: | 01/31/2018 | | |
| Total Attachments: 4 | | | |
| source=Time - Trademark Release to HelloGiggles 5666-0791#page1.tif | | | |
| source=Time - Trademark Release to HelloGiggles 5666-0791#page2.tif | | | |
| source=Time - Trademark Release to HelloGiggles 5666-0791#page3.tif | | | |

OP \$40.00 4459227

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL, dated as of January 31, 2018 (this “**Release**”) is made by CITIBANK, N.A., located at 1615 Brett Road, Building III, New Castle, DE 19720, as Collateral Agent for the Secured Parties (the “**Collateral Agent**”), in favor of , HELLO GIGGLES, INC., a Delaware corporation, located at 26 Wilshire Boulevard, Suite 850, Los Angeles, CA 90017-2938.

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Credit Agreement, dated as of April 24, 2014 (as amended and restated by Amendment No. 1, dated as of October 11, 2017, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), HELLO GIGGLES, INC., pledged to the Collateral Agent for the benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in certain collateral, including the U.S. registered trademarks set forth on Schedule A hereto (together with all of the goodwill connected with the use thereof and symbolized thereby, the “**Released Collateral**”);

WHEREAS, pursuant to that certain Trademark Security Agreement (Short-Form), dated as of November 11, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), among the Collateral Agent and the Grantors thereunder, HELLO GIGGLES, INC., by reference to the Security Agreement, granted a security interest to the Collateral Agent in all of its right, title and interest in or to certain Trademark Collateral (as defined in the Trademark Security Agreement), including the Released Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (the “**USPTO**”) on November 11, 2015 at Reel/Frame 5666/0791;

WHEREAS, the Collateral Agent now desires to release the entirety of its security interest in the Released Collateral, and solely the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms of this Release, the Collateral Agent hereby states as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Trademark Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. Termination of Security Interest. The Collateral Agent on behalf of the Secured Parties, hereby releases its security interest in the Released Collateral. For clarity, the Collateral Agent’s security interest in and to all Collateral (including all other Trademark Collateral listed on Schedule II to the Trademark Security Agreement) other than the Released Collateral shall remain in full force and effect.

Section 3. Further Assurances. Pursuant to Section 11.09 of the Credit Agreement, at the request of the Borrower (and at the Borrower's expense), the Collateral Agent shall record this Release with the USPTO to evidence the termination of any security interest of the Collateral Agent in the Released Collateral, and solely with respect to the Released Collateral, and shall take such actions as reasonably requested by the Borrower, at the Borrower's expense, to make of record or otherwise confirm the release and/or termination of any security interest in, to or under the Released Collateral, but solely with respect to the Released Collateral.

Section 4. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

CITIBANK, N.A.
As Collateral Agent

By: 
Name: Monique Renta
Title: Director

Schedule A – Released Collateral

United States Trademarks, Service Marks and Trademark Applications

Trademarks:

| Record Owner | Mark | Registration Number |
|---------------------|---------------|---------------------|
| Hello Giggles, Inc. | HELLO GIGGLES | 4459227 |

Trademark Applications

None