# CH \$215.00 2902026

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM463946

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WEBSTER BANK, NATIONAL ASSOCIATION		02/28/2018	National Banking Association:

### **RECEIVING PARTY DATA**

Name:	ELIZABETH ARDEN SPAS, INC.	
Street Address:	3822 E. UNIVERSITY DR. SUITE 5	
Internal Address:	c/o Elizabeth Arden Salon Holdings, Inc.	
City:	PHEONIX	
State/Country:	ARIZONA	
Postal Code:	85034	
Entity Type:	Corporation: ARIZONA	

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark	
Registration Number:	2902026	SPA IN A BOX	
Registration Number:	2684119	E-SOLUTIONS	
Registration Number:	2981437	PRINT-A-GIFT	
Registration Number:	2981436	PRINT-A-GIFT	
Registration Number:	3085715	SPA 7 52	
Registration Number:	2741557	E	
Registration Number:	2747766	SPA 7/52 LIVE IT. ANY DAY. EVERYDAY.	
Registration Number:	4995635	MANICUBE	

## **CORRESPONDENCE DATA**

**Fax Number:** 9175223156

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:** (212) 735-8656

Email: msegui@morrisoncohen.com

Correspondent Name: Bryan R. Joggerst

Address Line 1:909 Third Avenue, 27th FloorAddress Line 2:c/o Morrison Cohen LLPAddress Line 4:New York, NEW YORK 10022

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ATTORNEY DOCKET NUMBER:	018747-0016(BJOGGERST)	
NAME OF SUBMITTER:	Bryan R. Joggerst	
SIGNATURE:	/Bryan R. Joggerst/	
DATE SIGNED:	03/01/2018	

# **Total Attachments: 4**

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#### RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (the "**Release**") is made and effective as of February 28, 2018 and granted by WEBSTER BANK, NATIONAL ASSOCIATION, a national banking association (the "**Lender**"), in favor of ELIZABETH ARDEN SPAS, INC., an Arizona corporation ("**Debtor"**).

WHEREAS, pursuant to the terms and conditions of that certain Loan and Security Agreement (the "Security Agreement") dated as of March 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time) by and among, among others, the Debtor and Lender, the Debtor and Lender entered into that certain Trademark Security Agreement dated as of March 4, 2014 (the "Original Trademark Security Agreement") and that certain Amendment No. 1 to Trademark Security Agreement dated as of January 29, 2016 (the "Amendment" and collectively with the Original Trademark Security Agreement, the "Trademark Security Agreements");

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreements, Debtor granted Lender a continuing security interest in and to, and lien on, all of Debtor's right, title, and interest in, to and under certain Collateral (as defined in the Original Trademark Security Agreement), including, without limitation, the trademarks set forth on Schedule A attached hereto (the "Trademarks"); and

**WHEREAS**, the Original Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 7, 2014, at Reel 5232, Frame 0902 and the Amendment was recorded with the United States Patent and Trademark Office on January 29, 2016, at Reel 5719, Frame 0523.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby states as follows:

- 1. <u>Release of Security Interest</u>. Lender hereby terminates the Trademark Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreements in any and all right, title and interest of the Debtor, and reassigns to the Debtor any and all right, title and interest that it may have, in, or to the Trademarks.
- 2. <u>Further Assurances</u>. Lender agrees, at the Debtor's expense, to take all further actions, and provide to the Debtor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Debtor's and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and

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TRADEMARK REEL: 006282 FRAME: 0326 construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[next page is the signature page]

IN WITNESS WHEREOF, Lender has caused this Release of the Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WEBSTER BANK, NATIONAL ASSOCIATION

Ву:\_\_\_\_

Title:

[Trademark Security Agreement Release -- EA Spas]

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# **SCHEDULE A**

# Trademarks

Trademarks	Reg. No.	Reg. Date
Spa In A Box (cosmetics & fragrances)	2,902,026	11/09/2004
E-Solutions	2,684,119	02/4/2003
Print-A-Gift (gift certificates)	2,981,437	08/2/2005
Print-A-Gift (retail on-line services)	2,981,436	08/2/2005
Spa 752	3,085,715	04/25/2006
E Design	2,741,557	07/29/2003
Spa 7/52. Live It. Any Day. Everyday.	2,747,766	08/5/2003
Manicube	4,995,635	7/12/2016

**RECORDED: 03/01/2018** 

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