

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468162

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Release of Security Interest in Trademarks Recorded at Reel 6227, Frame 0674
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		04/02/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Shifthound, LLC
Street Address:	500 W. Harbor Drive #1601
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5087634	CREDENTIALER
Registration Number:	4895697	SHIFTHOUND

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1155735-0205-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	04/02/2018

Total Attachments: 3

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SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Second Lien Release of Security Interest in Trademarks (“Second Lien Trademark Release”), effective as of this 2nd day of April, 2018, is made by JEFFERIES FINANCE LLC (“Collateral Agent”) in favor of SHIFTHOUND, LLC, a Delaware limited liability company with an address at 500 W. Harbor Drive #1601, San Diego, California 92101 (“Grantor”).

WITNESSETH

WHEREAS, Grantor and Collateral Agent entered into a certain second lien trademark security agreement dated December 13, 2017 (the “Second Lien Trademark Security Agreement”), notice of which was recorded on December 13, 2017 at the United States Patent and Trademark Office at Reel 6227, Frame 0674;

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Trademark Security Agreement.

WHEREAS, Grantor granted the Collateral Agent, under the terms of the Second Lien Trademark Security Agreement, a Security Interest in favor of the Collateral Agent, in and to all of its right, title or interest in or to any and all of the Owned Trademarks included in the Collateral, including those listed on Schedule A hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Owned Trademarks and all goodwill associated with such Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”).

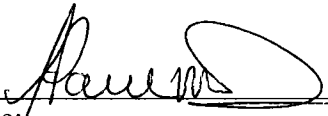
WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, terminates and discharges any and all of its interest in the Trademark Collateral of the Grantor, and assigns, transfers and conveys to Grantor any interest in such intellectual property, including the Security Interest.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,
has caused this instrument to be executed under seal on the date first written above.

JEFFERIES FINANCE LLC

By: 
Name: _____
Title: J. Paul McDonnell
Managing Director

Trademarks

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	CREDENTIALER	86682412	02-JUL-2015	5087634	22-NOV-2016	SHIFTHOUND, LLC
2.	SHIFTHOUND	86682451	02-JUL-2015	4895697	02-FEB-2016	SHIFTHOUND, LLC