# OP \$65.00 4262130

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM501273

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kian Mezzanine Partners I, L.P.		12/07/2018	Limited Partnership:

#### **RECEIVING PARTY DATA**

Name:	Jolyn Clothing Company, LLC	
Street Address:	150 5th Street	
Internal Address:	Suite 100	
City:	Huntington Beach	
State/Country:	CALIFORNIA	
Postal Code:	92648	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4262130	JOLYN SWIMWEAR & CLOTHING CO.
Registration Number:	4440049	JOLYN

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** lcabrera@robinsonbradshaw.com

Correspondent Name: Lisa Cabrera
Address Line 1: 101 N. Tryon ST.
Address Line 2: Suite 1900

Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Lisa Cabrera
SIGNATURE:	/Lisa Cabrera/
DATE SIGNED:	12/09/2018

#### **Total Attachments: 4**

source=Kian - Jolyn - Payoff (December 2018) - IP Release#page1.tif source=Kian - Jolyn - Payoff (December 2018) - IP Release#page2.tif source=Kian - Jolyn - Payoff (December 2018) - IP Release#page3.tif

TRADEMARK REEL: 006497 FRAME: 0089 source=Kian - Jolyn - Payoff (December 2018) - IP Release#page4.tif

TRADEMARK REEL: 006497 FRAME: 0090

# RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Release of Security Interest (this "Release") is made as of December 7, 2018 between Kian Mezzanine Partners I, L.P., as Collateral Agent ("Collateral Agent") and Jolyn Clothing Company, LLC ("Pledgor").

WHEREAS, pursuant to that certain Pledge and Security Agreement (as amended, restated or supplemented from time to time) dated January 26, 2016 (the "Security Agreement"), Pledgor agreed to grant Collateral Agent a security interest in certain collateral, including the trademarks listed on Schedule A hereto (the "Trademarks") and the patents listed on Schedule A hereto (the "Patents");

WHEREAS, pursuant to the terms and conditions of that certain Grant of Security Interest in Patents and Trademarks, dated as of January 26, 2016 between the Collateral Agent and Pledgor (the "Grant Agreement") which was recorded with the United States Patent and Trademark Office on January 27, 2016 on Reel 5716 Frame 0444, the Pledgor granted to the Collateral Agent a security interest (the "Security Interest") in all of Pledgor's right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks and Patents (collectively, the "Collateral");

**WHEREAS**, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in and to the Collateral.

**NOW, THEREFORE**, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Pledge and Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby agrees as follows:

- 1. <u>Release of Security Interest</u>. The Collateral Agent hereby terminates the Grant Agreement and hereby terminates, cancels, discharges and releases its Security Interest in and any lien upon the Collateral, in each case without warranty or recourse.
- 2. <u>Further Assurances</u>. The Collateral Agent will take all further actions, and provide to the Pledgor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor to more fully and effectively effectuate the purposes of this Release, in each case at the Pledgor's sole expense.
- 3. <u>Governing Law.</u> This Release shall be construed in accordance with and governed by the law of the State of North Carolina.

[Signature Page Follows]

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

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	Agent:		
	KIAN MEZZANINE PARTNERS I, L.P., as collateral agent		
	By: Kian Mezzanine Partners I GP, LLC, its General Partner		
	By: Star		
	Name: Scott Buschmann		
	Title: Vice President		
Acknowledged and Agreed as of the date first written above:			
JOLYN CLOTHING COMPANY, LLC			
Ву:	-		
Name:	_		
Title:	_		

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

Agent:
KIAN MEZZANINE PARTNERS I, L.P., as collateral agent
Ву:
Name:
T:41

Acknowledged and Agreed as of the date first written above:

JOLYN CLOTHING COMPANY, LLC

By:

Name: Z. Anthony Ekmekjian

Title: Vice President

## **SCHEDULE A**

#### Schedule A

## TRADEMARKS AND TRADEMARK APPLICATIONS

TITLE	APPLICATION	COUNTRY	STATUS	DATE	REG	REG
	NUMBER			FILED	NUMBER	DATE
JOLYN	85906199	United	Registered	16-Apr-	4440049	26-
		States of		13		Nov-13
		America				
JOLYN	85371263	United	Registered	14-Jul-	4262130	18-
SWIMWEAR		States of		11		Dec-12
&		America				
CLOTHING						
CO. &						
Design						

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# PATENT REGISTRATIONS AND APPLICATIONS

None.

TRADEMA

TRADEMARK REEL: 006497 FRAME: 0094

**RECORDED: 12/09/2018**