# CH \$140.00 415011

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM510146

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING VII, INC.		02/14/2019	Corporation: MARYLAND
VENTURE LENDING & LEASING VIII, INC.		02/14/2019	Corporation: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	FSA STORE INC.	
Street Address:	240 West 37th Street, 6th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10018	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4150115	FSA STORE
Registration Number:	4832618	HSA STORE
Registration Number:	5225806	FSA STORE
Registration Number:	5429255	CARING MILL
Registration Number:	5126007	FSA PERKS

#### 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.

**Phone:** 4159848700

**Email:** markmiller@omm.com

Correspondent Name: Mark E. Miller

Address Line 1: 2 Embarcadero Center Fl 28

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Mark E. Miller
SIGNATURE:	/Mark E. Miller/
DATE SIGNED:	02/14/2019

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## **Total Attachments: 3**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

Dated as of February 14, 2019

WHEREAS, FSA STORE INC., a Delaware corporation, whose post office address is 240 West 37th Street, 6th Floor, New York, NY 10018 ("Grantor") had granted, to secure the repayment of loans made under a Loan and Security Agreement, dated as of January 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), a security interest and mortgage in certain personal property assets of Grantor in favor of VENTURE LENDING & LEASING VII, INC. and VENTURE LENDING & LEASING VIII, INC., as Secured Party (together, "Secured Party"), both Maryland corporations having a mailing address of 104 La Mesa Dr., Suite 102, Portola Valley, CA 94028;

WHEREAS, pursuant to the Loan Agreement, the Grantor and Secured Party executed that certain Intellectual Property Security Agreement, dated as of January 20, 2017, and recorded in the United States Patent and Trademark Office on January 24, 2017 at Reel/Frame No. 005971/0501 (the "Intellectual Property Security Agreement"), wherein the Grantor granted to Secured Party a security interest and mortgage in certain personal property assets of Grantor, including without limitation all of Grantor's right, title and interest in Grantor's trademark and service marks, and any registrations, applications, and licenses thereof, as specifically listed on the attached "Schedule 1," whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the trademark, and the goodwill associated therewith (all of the foregoing collectively, the "Trademarks"); and

WHEREAS, Secured Party wishes to release and retransfer to Grantor, without representation or warranty, all of Secured Party's right, title and interest in and to the Trademarks, and the goodwill associated therewith.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Secured Party, on behalf of itself, its successors, legal representatives and assigns, hereby, terminates, cancels, reassigns, relinquishes, releases and discharges all liens, security interests, and mortgages it has on and in the Trademarks, and reassigns, reconveys, and retransfers to Grantor, without representation or warranty of any kind, express or implied, free and clear of any claims by Secured Party, all of Secured Party's right, title and interest in and to, without limitation, the Trademarks and the goodwill associated therewith, and all causes of action for past infringement, if any.

[Signature Page Follows]

TRADEMARK
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IN WITNESS WHEREOF, Secured Party has executed this Release of Security Interest in Trademarks as of date first written above.

VENTURE LENDING & LEASING VII, INC.

By: Same: Maurice Werdegar

Title: President & CEO

VENTURE LENDING & LEASING VIII, INC.

Title: President & CEO

[Signature Page to Notice of Release of Security Interest in Trademarks]

# SCHEDULE 1

# **Trademarks**

<u>Description</u>	U.S. Serial No./ U.S. Registration No.
FSA STORE & Design	Ser. No. 85440224, Reg. No. 4150115
HSA STORE & Design	Ser. No. 86182760, Reg. No. 4832618
Word trademark for FSA STORE	Ser. No. 86783019, Reg. No. 5225806
Word trademark for CARING MILL	Ser. No. 87197695, Reg. No. 5429255
Word trademark for FSA PERKS	Ser. No. 86792495, Reg. No. 5126007

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**RECORDED: 02/14/2019**