

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516341

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		04/03/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	KIZAN INTERNATIONAL, INC.
Street Address:	100 West Hill Drive
City:	Brisbane
State/Country:	CALIFORNIA
Postal Code:	94005
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	73379944	LOUIS RAPHAEL
Serial Number:	73746045	LOUIS RAPHAEL
Serial Number:	73746072	BRAGGI BY LOUIS RAPHAEL
Serial Number:	75708480	REGALO
Serial Number:	75800871	BRAGGI
Serial Number:	75801067	LOUIS RAPHAEL
Serial Number:	76003371	ANDARE
Serial Number:	78055775	WESTHILL
Serial Number:	78205502	LOUIS RAPHAEL ROSSO
Serial Number:	78275758	HIDDEN EXTENSION
Serial Number:	78825774	HIDDEN FLEX

CORRESPONDENCE DATA

Fax Number: 2149991572

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: 2149691700

Email: craig.carpenter@tklaw.com

Correspondent Name: Craig Carpenter, Thompson & Knight LLP

Address Line 1: 1722 Routh St, Suite 1500

TRADEMARK

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	521806.8
NAME OF SUBMITTER:	Craig C. Carpenter
SIGNATURE:	/CCC/
DATE SIGNED:	03/28/2019
Total Attachments: 5 source=Termination Agreement (Kizan) (04.03.2018)#page1.tif source=Termination Agreement (Kizan) (04.03.2018)#page2.tif source=Termination Agreement (Kizan) (04.03.2018)#page3.tif source=Termination Agreement (Kizan) (04.03.2018)#page4.tif source=Termination Agreement (Kizan) (04.03.2018)#page5.tif	

WELLS FARGO BANK, NATIONAL ASSOCIATION
333 South Grand Avenue
Los Angeles, California 90071

As of April 3, 2018

KIZAN INTERNATIONAL, INC.
100 West Hill Drive
Brisbane, CA 94005

Re: Termination of Factoring Agreement

Ladies and Gentlemen:

Reference is made to the Factoring Agreement (as amended, supplemented, or otherwise modified from time to time, the "Factoring Agreement") dated September 30, 2010 by and between Wells Fargo Bank, National Association ("Factor") and Kizan International, Inc. ("Client"), and to all other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, as amended, supplemented, and otherwise modified from time to time, together with the Factoring Agreement, collectively, the "Factoring Documents"). Capitalized terms used and not otherwise defined herein (this "Letter Agreement") shall have the meanings ascribed to such terms in the Factoring Agreement.

Client has requested that Factor (a) terminate the Factoring Agreement effective as of the April 3, 2018 (the "Termination Date") and (b) continue to (i) collect all Accounts of Client purchased by Factor on or prior to the Termination Date and (ii) remit the proceeds of such collections to Client ("Factor's Continuing Obligations"), in each case subject to Factor's rights and remedies set forth in the Factoring Documents, including, without limitation, Factor's right to apply such collections to all outstanding Obligations owed by Client to Factor in accordance with the terms of the Factoring Agreement. Factor has agreed to do so subject to the terms and conditions set forth herein.

Factor hereby agrees that, effective as of the Termination Date, all security interests and liens held by Factor securing the Obligations shall be limited to the Accounts of the Client created on or prior to the Termination Date, any merchandise represented thereby (delivered or undelivered), and any proceeds thereof, without the necessity of any further action by Factor or Client, and, other than as set forth in this Letter Agreement, Factor shall have no further obligations, debts or liabilities to Client under the Factoring Documents, each of which will terminate without the necessity of any further action by Factor or Client, it being acknowledged that such termination shall not affect Factor's rights and remedies under the Factoring Documents or under this Letter Agreement.

Notwithstanding anything to the contrary contained herein or in any Factoring Documents: (a) Factor shall retain the Credit Risk on Factor-Risk Accounts assumed by Factor on or prior to the Termination Date subject to and in accordance with the terms and conditions of

the Factoring Agreement; and (b) in accordance with the terms of the Factoring Agreement as in effect on or prior to the Termination Date, Factor agrees to remit to Client collections that Factor may receive after Termination Date on any Account factored by the Client with Factor prior to the Termination Date, subject to Factor's right to apply such collections to all outstanding Obligations owed by Client to Factor in accordance with the terms of the Factoring Agreement, and to charge back amounts and make deductions under and in accordance with the terms of the Factoring Agreement as in effect on or prior to the Termination Date. Client agrees to remit to Factor any collections that Client may receive on any Accounts factored by Factor on or prior to the Termination Date. Furthermore, Client agrees to remit to Factor any collections that Client may receive on any Accounts for which payment has been made by Factor to Client.

In the event that Factor receives, during the ninety (90) day period commencing on the date of this Letter Agreement, any collections or proceeds on any Accounts or other Collateral of Client created after the Termination Date, Client hereby directs Factor, and Factor agrees, to remit any such collections or proceeds to Client or such other person as directed by Client from time to time.

Any collections or proceeds of Accounts or other Collateral of Client after expiration of such period shall be returned by Factor, and Client irrevocably authorizes and directs Factor to return the same, to the originator thereof. In the event that any payment of collections or proceeds on Accounts or other Collateral of Client created after the Termination Date which is the subject of remittance by Factor to Client at set forth above above is returned unpaid for any reason or sought to be recovered by the payer or a representative thereof (including a trustee in bankruptcy) or assignee for the benefit of creditors on the grounds of preference, Client agrees to hold Factor harmless and indemnify Factor from any loss, cost or expense which Factor may suffer or incur as a result of or in relation to any such event, claim or cause of action.

Notwithstanding anything to the contrary contained in this Letter Agreement, Client is not released from, and hereby ratifies and confirms its continuing liability to Factor for the payment and satisfaction in full of the following (collectively, the "Continuing Obligations"): (a) interest upon all amounts owed to Factor in respect of the Continuing Obligations, which interest shall accrue from the date on which each such amount is due under the terms of the Factoring Documents as in effect immediately prior to the effectiveness of this Letter Agreement, until Factor has received full and final payment thereof in immediately available funds; (b) all obligations of the Client to Factor under this Letter Agreement, including all Existing Outstanding Obligations; (c) all indemnification obligations and other obligations in favor of Factor that, pursuant to the terms of the Factoring Document as in effect immediately prior to the Termination Date, survive the termination thereof; (d) all obligations of Client under the Factoring Documents, including, without limitation, all amounts payable to Factor arising in connection with the "charge back" of any Accounts under the Factoring Agreement; and (e) all costs and expenses incurred by Factor, including attorneys' costs, fees and expenses, in connection with the termination of the Factoring Documents.

Client agrees to indemnify, and hereby does indemnify, Factor from, and hold Factor harmless against, all loss, reasonable costs, damage and expense (including attorneys' fees and expenses) which Factor may suffer or incur at any time as a result of any non-payment, claim,

refund, disgorgement or dishonor of any checks or other items which have been credited by Factor to the account of the Client or remitted to Client under this Letter Agreement and any bookkeeping, accounting or other errors in calculation of any amount to be paid to Factor requiring an adjustment thereto, together with any expenses or other charges incident thereto. The amount of any such loss, cost, damage or expense indemnified shall be paid to Factor promptly by Client upon Factor's demand therefor and the amount of the demand shall be conclusive upon Client.

Notwithstanding anything to the contrary contained in this Letter Agreement, in the event any payment made to, or other amount or value received by, Factor from or for the account of Client is avoided, rescinded, or set aside, or must otherwise be returned or repaid to any payor or a representative thereof (including a trustee in bankruptcy or assignee for the benefit of creditors), whether in any bankruptcy, reorganization, administration, administrative receivership, receivership, insolvency or similar proceeding, the indebtedness intended to be repaid in connection with this Letter Agreement shall be reinstated (without any further action by any party) and shall be enforceable against Client and its successors and assigns. In such event, Client shall be and remain liable to Factor for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Factor.

In consideration hereof, and for other valuable consideration, receipt of which is hereby acknowledged and provided that Factor performs Factor's Continuing Obligations, Client, on behalf of itself and its successors, assigns and other legal representatives, hereby remises, releases and discharges Factor and its stockholders, officers, directors, employees, attorneys, agents and other representatives, and their respective successors and assigns, of and from any and all claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, of every name and nature, known or unknown, suspected or unsuspected, whether in law or in equity, which Client and its successors, assigns and other legal representatives ever had, now have, or hereafter may have against any of them, directly or indirectly arising out of or in any way relating to any of the Factoring Documents, any amendments thereto, or any transactions between Client and Factor thereunder.

This Letter Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Letter Agreement by signing any such counterpart. Delivery of an executed counterpart of this Letter Agreement by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart.

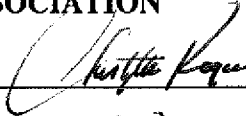
This Letter Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of California. Whenever possible, each provision of this Letter Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Letter Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Letter Agreement. This is the entire agreement between the parties with respect to the subject matter hereof.

Please indicate your agreement to the foregoing by signing in the place provided below.

[Signature Page Follows]

Very truly yours,

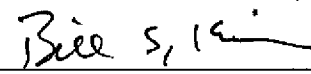
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 

Title: SVP

ACKNOWLEDGED AND AGREED:

KIZAN INTERNATIONAL, INC.

By: 

Title: CEO