

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Total Fashion, Inc.		05/21/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bluefly Acquisition, LLC		
<b>Street Address:</b>	1515 15th Street		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90021		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4640964	BF	
<b>Registration Number:</b>	4737779	BLUE FLY BF	
<b>Registration Number:</b>	4223135	FLY AND MIGHTY	
<b>Registration Number:</b>	4199995	BELLE AND CLIVE	
<b>Registration Number:</b>	4219316	COLETTE NICOLAI	
<b>Registration Number:</b>	2769397	BLUEFLY	
<b>Registration Number:</b>	2427015	FLYPAPER	
<b>Registration Number:</b>	2579760	BLUEFLY	
<b>Registration Number:</b>	4602437	HADLEY & JAMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	stokesb@gtlaw.com		
<b>Correspondent Name:</b>	Bethany Stokes		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place, Suite 2000		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	186489-010100		

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<b>NAME OF SUBMITTER:</b>	Bethany A. Stokes
<b>SIGNATURE:</b>	/Bethany A. Stokes/
<b>DATE SIGNED:</b>	05/22/2019
<b>Total Attachments: 5</b> source=Termination of Security Interest#page1.tif source=Termination of Security Interest#page2.tif source=Termination of Security Interest#page3.tif source=Termination of Security Interest#page4.tif source=Termination of Security Interest#page5.tif	

## TERMINATION OF SECURITY INTEREST

WHEREAS, Bluefly Acquisition, LLC, an Delaware limited liability corporation (the “**Grantor**”), is the owner of record of the trademarks listed on Schedule I hereto (the “**Trademarks**”);

WHEREAS, Grantor entered into that certain Term Note and Security Agreement dated March 7, 2017 (the “**Security Agreement**”) with Clearlake Capital Partners II (Master), L.P., a Delaware limited partnership (“**CCP II**”), and Clearlake Capital Partners III (Master), L.P., a Delaware limited partnership (“**CCP III**” and together with CCP II, the “**Lender**”);

WHEREAS, pursuant to the Security Agreement, Grantor granted a security interest to Grantee in the Trademarks;

WHEREAS, Lender assigned its security interest in the Trademarks to Total Fashion, Inc., 233 Wilshire Blvd., Suite 800, Santa Monica, CA 90401 (the “**Grantee**”) on January 11, 2019 as recorded at the United States Patent and Trademark Office at Reel/Frame 6531/0770;

WHEREAS, the Grantee now desires to release its security interest in the Trademarks and terminate the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, Grantee:

1. Hereby releases, without recourse or representation or warranty, express or implied, any and all liens, security interests, right, title, and interest of Grantee pursuant to the Security Agreements in and to the Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, and each foreign equivalent thereof, to note and record the existence of the release hereby given.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, Grantee has caused this Termination of Security interest in Trademarks to be signed by its duly authorized representative as of this 21 day of May, 2019.

Grantee:

Total Fashion, Inc.

By: [Handwritten Signature]

Name: Fred Ebrahemi

Title: Authorized Signatory

*\* See attached Jurat \**

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_ having been sworn by me according to law did depose and say s/he was the \_\_\_\_\_ of Total Fashion, Inc. ("Grantee") and did acknowledge the execution of the foregoing Termination of Security Interests in Trademarks on behalf of said Secured Party.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Written Signature)

\_\_\_\_\_  
(Printed Signature)

# JURAT

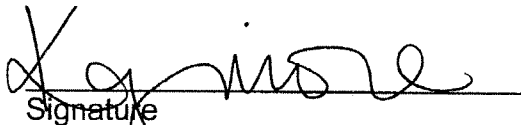
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

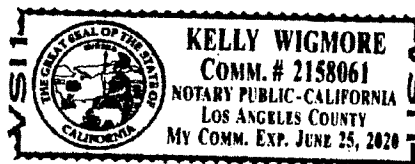
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 21 day of May,  
2019 by Fred Ebrahemi

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

  
Signature

(Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
Additional information

## INSTRUCTIONS

*The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.*

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



**SCHEDULE I**  
**TRADEMARKS**

<b>Trademark</b>	<b>Application/Registration No.</b>	<b>Trademark Office</b>
BF	86252323 / 4640964	US
BLUE FLY BF	86252320 / 4737779	US
BLUEFLY	1109089-00 / TMA630657	CA
BELLE AND CLIVE	010716967 / 0010716967	EU
BLUEFLY	001796218 / 001796218	EU
BELLE AND CLIVE	1569302-00 / TMA899820	CA
FLY AND MIGHTY	85427960 / 4223135	US
BELLE AND CLIVE	85429665 / 4199995	US
COLETTE NICOLAI	85438060 / 4219316	US
BLUEFLY	75499951 / 2769397	US
FLYPAPER	75942461 / 2427015	US
BLUEFLY	75981821 / 2579760	US
HADLEY & JAMES	85923247 / 4602437	US

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