

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536416

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest Supplement at Reel/Frame No. 6517/0809

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merkin Family Foundation, as collateral agent for the Secured Parties		08/06/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Techstyle, Inc.
Street Address:	800 Apollo Street
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Corporation: DELAWARE
Name:	Fabletics, LLC
Street Address:	800 Apollo Street
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Limited Liability Company: DELAWARE
Name:	Personal Retailing Inc.
Street Address:	800 Apollo Street
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Corporation: DELAWARE
Name:	ShoeDazzle.com, Inc.
Street Address:	800 Apollo Street
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

TRADEMARK

900510894

REEL: 006719 FRAME: 0453

OP \$165.00 5521047

Property Type	Number	Word Mark
Registration Number:	5521047	FABLETICS
Registration Number:	5591802	JFA
Serial Number:	87720986	JUSTFAB ACTIVE
Serial Number:	87711044	POWERGLOSS
Registration Number:	5520519	POWERHOLD
Serial Number:	87711046	POWERSHEEN

CORRESPONDENCE DATA

Fax Number: 2138918763
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: rhonda.deleon@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 355 South Grand Avenue
 Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	053850-0010
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/13/2019

Total Attachments: 5
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RELEASE OF TRADEMARK SECURITY INTEREST SUPPLEMENT

This Release of Trademark Security Interest Supplement (this “**Release**”) is dated as of August 6, 2019 and is made by Merkin Family Foundation, as collateral agent for the Secured Parties (as defined in the Security Agreement) (in such capacity, the “**Grantee**”).

WHEREAS, reference is made to that certain Grant of Trademark Security Interest Supplement, dated as of December 31, 2018 (the “**Supplemental Trademark Grant**”) entered into by and among Techstyle, Inc. (f/k/a Just Fabulous, Inc.), a Delaware corporation (the “**Company**”), Fabletics, LLC, a Delaware limited liability company, Personal Retailing Inc., a Delaware corporation, and ShoeDazzle.com, Inc., a Delaware corporation (each, a “**Grantor**” and collectively with the Company, the “**Grantors**”) in favor of the Grantee;

WHEREAS, the Company entered into that certain Convertible Subordinated Secured Promissory Note and Warrant Purchase Agreement dated as of August 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), with the Investors (as defined in the Purchase Agreement) party thereto from time to time, pursuant to which the Company issued and sold, and the Investors purchased the Notes and Warrants (each as defined in the Purchase Agreement), subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, pursuant to the terms of that certain Security and Collateral Agent Agreement, dated as of August 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, Grantee, and the Investors, and that certain Grant of Trademark Security Interest, dated as of August 31, 2017 (the “**Trademark Grant**”), the Grantors created in favor of Grantee a security interest in, and Grantee became a secured creditor with respect to, the Trademark Collateral;

WHEREAS, pursuant to the Supplemental Trademark Grant, the Grantors supplemented their grants of security interests in all of the Trademark Collateral (as defined below), including the additional trademarks appearing on Schedule A hereto, to the Grantee.

WHEREAS, the Supplemental Trademark Grant was recorded with the United States Patent and Trademark Office on January 4, 2019, against Techstyle, Inc., Fabletics, LLC, Personal Retailing Inc., and ShoeDazzle.com, Inc., at Reel 6517, Frame 0809.

WHEREAS, the Grantee now desires to terminate and release its security interest in and lien on the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby terminates, releases, and discharges fully its security interest in and lien on the Trademark Collateral, and the Grantee reconveys, transfers, and assigns to each Grantor and its successors and assigns any rights the Grantee may have in the Trademark Collateral pursuant to or in connection with the Trademark Grant or otherwise.

For purposes of this Release, “**Trademark Collateral**” means all of the Grantors’ right, title, and interest in and to the following, in each case whether existing at the time of the

Trademark Grant or the Supplemental Trademark Grant or thereafter, whether owned at the time of the Trademark Grant or the Supplemental Trademark Grant or thereafter acquired and wherever the same may be located:

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantors, or hereafter adopted and used, in their business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of the Grantors’ business symbolized by the Trademarks and associated therewith; and

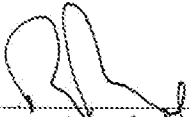
(b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Grantee is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral.

By this document, Grantee agrees to execute, acknowledge, procure and deliver to the Grantors any and all further documents or instruments and to do, or to authorize the Grantors (or their agents, designees or assignees) to do, any and all further acts which the Grantors (or their agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and the relevant Grantor’s (or its assignees’) right, title and interest in and to the Trademark Collateral, in each case, at the sole expense of Grantor.

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IN WITNESS WHEREOF, Grantee has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

MERKIN FAMILY FOUNDATION, as
Grantee

By: 
Name: Richard Merkin
Title: President

Schedule A

(see below)

No.	Trademark	Jurisdiction	Status	App. No. App. Date	Reg. No. Reg. Date	Applicant/Registrant
1.	A	EU	Registered	17585878; 12 December 2017	17585878; 27 April 2018	TechStyle, Inc.
2.	FABLETICS	U.S.	Registered	87567561; 14 August 2017	5521047; 17 July 2018	Fabletics, LLC
3.	JFA	U.S.	Registered	87720994; 14 December 2017	5591802; 23 October 2018	TechStyle, Inc.
4.	JUSTFAB ACTIVE	U.S.	Published (Pending)	87720986; 14 December 2017	N/A	TechStyle, Inc.
5.	JUSTFAB ACTIVE	U.S.	Registered	17585852; 12 December 2017	17585852; 27 April 2018	TechStyle, Inc.
6.	POWERFREE	Germany	Registered	302017032343. 3; 13 December 2017	30201703234 3; 05 April 2018	Fabletics, LLC
7.	POWERFREE	EU	Registered	17887505; 13 April 2018	17887505; 11 August 2018	Fabletics, LLC
8.	POWERGLOS S	Germany	Unpublishe d Application (Pending)	302017032340. 9; 13 December 2017	N/A	Fabletics, LLC
9.	POWERGLOS S	U.S.	Published (Pending) / Intent to Use	87711044; 06 December 2017	N/A	Fabletics, LLC
10.	POWERHOL D	Germany	Registered	302017032422. 7; 13 December 2017	30201703242 2; 05 March 2018	Fabletics, LLC
11.	POWERHOL D	EU	Registered	17872859; 12 March 2018	17872859; 05 July 2018	Fabletics, LLC
12.	POWERHOL D	U.S.	Registered	87380049; 21 March 2017	5520519; 17 July 2018	Fabletics, LLC
13.	POWERSHEE N	U.S.	Published (Pending) / Intent to Use	87711046; 06 December 2017	N/A	Fabletics, LLC