

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537971

<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>
WILMINGTON TRUST, NATIONAL ASSOCIATION		08/23/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GALAXY BRANDS LLC		
<b>Street Address:</b>	1065 Avenue of the Americas		
<b>Internal Address:</b>	30th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5576224		
<b>Registration Number:</b>	4970648	SWISS TECH	
<b>Registration Number:</b>	5530731	SWISS TECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>Phone:</b>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	22939.515060		
<b>NAME OF SUBMITTER:</b>	Moira Sheehan		
<b>SIGNATURE:</b>	/Moira Sheehan/		
<b>DATE SIGNED:</b>	08/23/2019		
<b>Total Attachments: 5</b>			

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**PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "*Partial Release*") is granted as of August 23, 2019 by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as administrative agent and collateral agent (the "*Grantee*"), in favor of **GALAXY BRANDS LLC**, a Delaware limited liability company (the "*Grantor*");

**WHEREAS**, the Grantor, among others, has executed and delivered (i) a Grant of Security Interest in United States Trademarks, dated as of dated August 15, 2014 and recorded on August 15, 2015 at Reel 5345, Frame 0172, which was recorded with the United States Patent and Trademark Office (the "*USPTO*") (ii) a First Supplement to Grant of Security Interest in United States Trademarks dated September 11, 2015 and recorded on September 11, 2015 at Reel 5621, Frame 0953, (iii) Second Supplement to Grant of Security Interest in United States Trademarks dated December 4, 2015 and recorded on February 1, 2016 at Reel 5721, Frame 0065, (iv) a Third Supplement to Grant of Security Interest in United States Trademarks dated July 1, 2016 and recorded on July 1, 2016 at Reel 5827, Frame 0331 and (v) a Fourth Supplement to Grant of Security Interest in Trademarks dated August 31, 2018 and recorded on September 5, 2018 at Reel 6429, Frame 0728 (collectively, the "*Trademark Agreement*");

**WHEREAS**, Grantor has entered into that certain Trademark Assignment Agreement, dated as of June 13, 2019 (the "*Assignment Agreement*") with the Grantor, as the Assignor and Walmart, Inc., a Delaware corporation (the "*Assignee*") pursuant to which, the Grantor has agreed to assign to the Assignee all of its right, title and interest in the Marks set forth in Schedule A annexed hereto (the "*Specified Intellectual Property Collateral*"); and

**WHEREAS**, in connection with the Assignment Agreement, the Grantor has requested that that the Grantee release and discharge fully its interest in the Specified Intellectual Property Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee does hereby release and discharge, without any representation or warranty, any and all liens and security interests it may have in and to the Specified Intellectual Property Collateral expressly identified in Schedule A.

The Grantee hereby authorizes and requests that the USCO and USPTO note and record the present Partial Release.

Except for the release of Specified Intellectual Property specifically identified on Schedule A attached hereto, all terms and provisions of the Trademark Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted in any Marks pursuant to the Trademark Agreement or the Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to**

**secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**


THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Each of the undersigned Lenders hereby authorizes the Grantee to execute and deliver this Partial Release on its behalf and, by its execution below, each of the undersigned Lenders agrees to be bound by the terms and conditions of this Partial Release.

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Partial Release as of the date above first written.

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Grantee

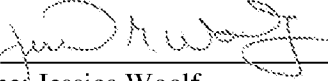
By:   
Name: David Bergstrom  
Title: Vice President

**LENDERS:**

**FS KKR CAPITAL CORP**

By:   
Name: Jessica Woolf  
Title: Authorized Signatory

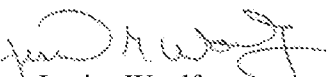
**DARBY CREEK LLC**

By:   
Name: Jessica Woolf  
Title: Authorized Signatory

**FS INVESTMENT CORPORATION II**

By:   
Name: Jessica Woolf  
Title: Authorized Signatory

**DUNLAP FUNDING LLC**

By:   
Name: Jessica Woolf  
Title: Authorized Signatory

**FS INVESTMENT CORPORATION III**

By:   
Name: Jessica Woolf  
Title: Authorized Signatory

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark</b>	<b>Grantor</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Date of Registration</b>
Cross [Flag] Design 	Galaxy Brands LLC	86833721	5576224	10/02/2018
SWISS TECH	Galaxy Brands LLC	86978793	4970648	05/31/2016
SWISS TECH	Galaxy Brands LLC	86976004	5530731	07/31/2018