

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/25/2019	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Simply Mac, Inc.		
Street Address:	3939 South Wasatch Drive		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84121		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3679467	S FACTOR	
Registration Number:	3691829	SIMPLY ANSWERS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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>			
Phone:	612-492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	09/25/2019		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release"), dated as of September 25, 2019 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as the Collateral Agent (the "Agent"), in favor SIMPLY MAC, INC., a Utah corporation (the "Grantor").

WHEREAS, the Grantor and GAMESTOP CORP., a Delaware corporation (the "Lead Borrower"), among others, have executed and delivered that certain Second Amended and Restated Patent and Trademark Security Agreement, dated as of March 25, 2014 (the "Trademark Security Agreement"), as amended pursuant to that certain First Amendment to the Second Amended and Restated Patent and Trademark Security Agreement, dated as of November 20, 2017 (the "First Amendment"), to Agent for recording with the United States Patent and Trademark Office ("USPTO");

WHEREAS, the Trademark Security Agreement was recorded with the USPTO at Reel 5244, Frame 890 on March 27, 2014;

WHEREAS, the First Amendment was recorded with the USPTO at Reel 6237, Frame 636 on December 28, 2017;

WHEREAS, the Lead Borrower has entered into that certain Stock Purchase Agreement (the "SPA"), dated as of May 9, 2019, by and among Cool Holdings, Inc. (the "Purchaser"), Simply Mac, Inc. ("Simply Mac") and the Lead Borrower that provides for the sale of the Equity Interests of Simply Mac owned by the Lead Borrower to the Purchaser (the "Transaction"); and

WHEREAS, in connection with the Transaction, the Lead Borrower has requested that the Agent release, discharge fully and reassign to the Grantor its interest in all Specified Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to solely the IP Collateral owned by the Grantor and reassigns same to Grantor, including, without limitation, all of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on Schedule I annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any

goodwill of the business connected with, and symbolized by, any of the foregoing (collectively, the "Specified Collateral").

Nothing herein shall be deemed to constitute a release or discharge of the Agent's security interest in any and all other IP Collateral, which security interest remains in full force and effect as of the date hereof.

4. Governing Law. This Partial Release shall be governed by, and construed in accordance with, the law of the State of New York.

Except for the Agent's release of its security interest in the Specified Collateral in paragraph 2 of this Partial Release, all terms and provisions of the Trademark Security Agreement as amended by the First Amendment, shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security Agreement as amended by the First Amendment, as further 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 pursuant to the Trademark Security Agreement as amended by the First Amendment 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).**

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IN WITNESS WHEREOF, the Agent has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Andrew Cerussi

Title: Director

Signature Page to Release Letter (Sale of Simply Mac)

TRADEMARK
REEL: 006754 FRAME: 0175

Schedule I

Trademark	Reg./Appl. No.	Owner	Reg./Appl. Date
S FACTOR	3679467	Simply Mac, Inc.	Sep-8-2009
SIMPLY ANSWERS	3691829	Simply Mac, Inc.	Oct-6-2009