

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MUFG UNION BANK, N.A.		12/09/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SHOE PALACE CORPORATION		
Street Address:	755 Jarvis Drive		
City:	Morgan Hill		
State/Country:	CALIFORNIA		
Postal Code:	95037		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3320949	SP SHOE PALACE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		
Address Line 1:	12255 El Camino Real, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
NAME OF SUBMITTER:	Michelle L. Mehok		
SIGNATURE:	/michelle mehok/		
DATE SIGNED:	12/14/2020		
Total Attachments: 3			
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CH \$40.00 3320949

**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release"), dated as of December 9, 2020, is made by **MUFG UNION BANK, N.A.**, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices located at 445 South Figueroa Street, Los Angeles, CA 90071, in favor of **SHOE PALACE CORPORATION**, a California corporation (the "Debtor") with offices located at 755 Jarvis Drive, Morgan Hill, California 95037.

W I T N E S S E T H:

WHEREAS, the Administrative Agent and the Debtor are parties to that certain Credit and Security Agreement dated as of July 30, 2018 (as amended, extended, restated, amended and restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Agreement");

WHEREAS, pursuant to the Agreement, the Debtor granted a continuing security interest in and continuing lien upon, any and all right title and interest in and to all trademarks and trademark applications of the Debtor, including those trademarks and trademark applications set forth on Schedule I attached hereto (collectively, the "Trademark Collateral") and delivered to the Administrative Agent a Notice of Grant of Security Interest in Trademarks (the "Notice of Security Interest") for recordation with the United States Patent and Trademark Office (the "USPTO").

WHEREAS, the Notice of Security Interest was recorded with the Trademark Division of the USPTO on August 1, 2018 at Reel 6400 / Frame 0959;

WHEREAS, the Debtor desires that the Administrative Agent terminate and release its lien on and security interest in the Trademark Collateral.

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

(1) Termination and Release. The Administrative Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its continuing lien on and continuing security interest in the Trademark Collateral, and reassigns and transfers to the Debtor all right, title and interest that the Administrative Agent may have in, to or under the Trademark Collateral.

(2) Recordation. The Administrative Agent hereby authorizes the Debtor, or the Debtor's authorized representative or designee, to record this Release with the USPTO, at the Debtor's expense.

(3) Further Assurances. The Administrative Agent hereby agrees to duly execute and deliver to the Debtor any further documents and to do such other acts that the Debtor (or its agents or designees) reasonably request, at the Debtor's sole cost and expense, in order to confirm this Release and the Debtor's right, title and interest in the Trademark Collateral.

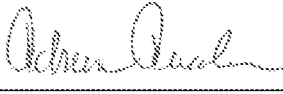
(4) Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADMINISTRATIVE AGENT:

MUFG UNION BANK, N.A.

By 

Name: Adrian Avalos

Title: Director

Release of Security Interest in Intellectual Property
(Shoe Place Corporation)

TRADEMARK
REEL: 007133 FRAME: 0099

SCHEDULE I
TO RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TRADEMARK COLLATERAL

Trademark	Status in USPTO	Registration Number	Registration Date
SP SHOE PALACE	Registered	3320949	10/23/07

Schedule I to Release of Security Interest in Intellectual Property – Trademark Collateral
(Shoe Palace Corporation)