

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern Bank, N.A.		12/23/2020	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Smilist Management, Inc.		
Street Address:	40 Cuttermill Road		
Internal Address:	Suite 500		
City:	Great Neck		
State/Country:	NEW YORK		
Postal Code:	11021		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87691136	THE SMILIST	
Registration Number:	5528706	WE'RE DIFFERENT. IN A GOOD WAY.	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	2165867129		
Email:	clkiedrowski@jonesday.com		
Correspondent Name:	Carrie L. Kiedrowski, Jones Day		
Address Line 1:	901 Lakeside Aveune		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Carrie L. Kiedrowski		
SIGNATURE:	/Carrie L. Kiedrowski/		
DATE SIGNED:	12/31/2020		
Total Attachments: 4			
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RELEASE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Grant of Security Interest in Intellectual Property (this “**Release**”) is dated as of December 23, 2020, and is executed by Modern Bank, N.A., as administrative agent for the secured parties. Modern Bank, N.A. desires to terminate a certain Grant of Security Interest in Trademarks as part of the Amended and Restated Security Agreement from The Smilist Management, Inc. in favor of Modern Bank, N.A. dated August 7, 2018 that was recorded at the Assignment Branch of the United States Patent and Trademark Office at Reel/Frame No. 006408/0031 on August 8, 2018 (the “**Security Agreement**”) according to the terms and conditions set forth in this Release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Modern Bank, N.A., hereby states as follows:

1. Definition. The term "Intellectual Property", as used herein, shall mean all of each Modern Bank, N.A.'s right, title and interest of every kind and nature as of the date hereof in the following (collectively, the "**IP Collateral**"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, whether registered or unregistered, including the trademark registrations and applications listed in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof;

(b) all tangible embodiments of the foregoing;

(c) all rights of any kind whatsoever of such Modern Bank, N.A. accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution,

misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

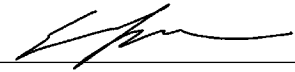
2. Release of Security Interest. As of the date hereof, Modern Bank, N.A. terminates the Security Agreement and terminates, releases and discharges any and all security interest that it has pursuant to the Security Agreement and any and all right, title and interest that it may have in, to and under the Intellectual Property.

3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, Modern Bank, N.A. has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Modern Bank, N.A.

By:  _____

Name: Emanuel Ma

Title: Vice President

Schedule 1

INTELLECTUAL PROPERTY

Trademarks:

Filing Date	Serial Number	Registration Number	Registration Date	Description	Status
11/20/2017	87/691,136	N/A	N/A	THE SMILIST	Live
11/20/2017	87/691,523	5,528,706	7/31/2018	WE'RE DIFFERENT. IN A GOOD WAY.	Live