

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balance Point Capital Partners II, L.P., as Agent		12/23/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	SmartyPants, Inc.		
Street Address:	4056 Del Rey Ave		
City:	Marina Del Rey		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5080451		
Registration Number:	4615851	HEALTH SIMPLIFIED	
Serial Number:	86760379	SMARTYCLAWS	
Registration Number:	4026710	SMARTYPANTS	
Registration Number:	5617760	SMARTYPAWS	
CORRESPONDENCE DATA			
Fax Number:	2124014713		
<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:	2128138939		
Email:	lbaker@goodwinlaw.com		
Correspondent Name:	Larissa Baker, Paralegal		
Address Line 1:	620 Eighth Ave		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Larissa Baker, Senior Paralegal		
SIGNATURE:	/Larissa Baker/		
DATE SIGNED:	01/11/2021		
Total Attachments: 7			

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) dated as of December 23, 2020 is made by and among SmartyPants, Inc., a Delaware corporation (the “**Borrower**”), Balance Point Capital Partners III, L.P., a Delaware limited partnership (“**BPCP III**”), and Balance Point Capital Partners II, L.P., a Delaware limited partnership (“**BPCP II**”), each in its capacity as a purchaser of a portion of the Notes thereunder (each of BPCP II and BPCP III being referred to herein in such capacity as a “**Purchaser**” and collectively as the “**Purchasers**”), and BPCP II, as the administrative and collateral agent for the Purchasers (in such capacity and together with its successors and assigns, the “**Agent**”).

WHEREAS, the Agent, the Purchasers and the Borrower are parties to a Note Purchase Agreement dated as of March 18, 2019 (as amended, supplemented or otherwise modified, the “**Note Purchase Agreement**”) in favor of the Agent and the Purchasers.

WHEREAS, in order to partially secure the Borrower’s obligations to the Agent and the Purchasers under the Note Purchase Agreement, the Borrower executed and delivered in favor of the Agent that certain Intellectual Property Security Agreement dated as of March 18, 2019, made by and between the Borrower and the Agent (as may have been amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Intellectual Property Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Intellectual Property Security Agreement) whereby the Borrower pledged and granted to the Agent a security interest in all of the Borrower’s existing and future (a) Copyrights, including those set forth in Exhibit A attached hereto; (b) Patents, including those set forth in Exhibit B attached hereto; and (c) Trademarks, including those set forth in Exhibit C attached hereto (collectively, the “**Collateral**”);

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on March 20, 2019 at Reel 48650, Frame 0857, with respect to the Patents set forth in Exhibit B hereto;

WHEREAS, the Intellectual Property Security Agreement was recorded with the USPTO on March 20, 2019 at Reel 6596, Frame 0475, with respect to the Trademarks set forth in Exhibit C hereto;

WHEREAS, the Agent, on behalf of the Purchasers, wishes to release its security interests in and to the Collateral and, in connection therewith, the Agent, on behalf of the Purchasers, has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent, on behalf of the Purchasers, hereto agrees as follows:

1. Termination of Collateral Assignment. The Agent hereby agrees that upon payoff of all Obligations (as defined in the Note Purchase Agreement), the Intellectual Property Security Agreement dated as of March 18, 2019 is hereby terminated and deemed of no further force or effect and that each party thereto shall have no further obligation thereunder.

2. Release of Security Interest. The Agent, for itself and its successors, representatives, agents and assigns, and on behalf of the Purchasers and their successors, representatives, agents and assigns, hereby terminates, discharges and releases its and the Purchasers’ security interests in the

Collateral and any other rights or interests it or the Purchasers may have with respect thereto, and reassigns to the Borrower any and all such rights and interests.

3. Recording with USPTO. The Agent hereby authorizes the Borrower to file and record this Agreement with the USPTO.

4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

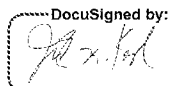
5. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests contemplated hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

BALANCE POINT CAPITAL PARTNERS II, L.P.,
in its capacity as Agent

By: Balance Point Capital Managers II, LLC
Its: General Partner

DocuSigned by:


By: _____
Name: Justin Kaplan
Its: Member

AGREED TO AND ACCEPTED:

SMARTYPANTS, INC.

DocuSigned by:
Courtney Nichols Gould
By _____
Name: Courtney Nichols Gould
Its: Co-Chief Executive Officer

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

TRADEMARK
REEL: 007159 FRAME: 0582

EXHIBIT A
COPYRIGHTS

A. Registered United States Copyrights

None.

B. Pending United States Copyright Applications

None.

C. Copyright Licenses

None.

EXHIBIT B


PATENTS

Title	Application No.	Application Date	(Publication No.)	Patent No. Issue Date
Probiotic Formulations	15400894	1/6/2017	(20180042972)	2/15/18

PATENT APPLICATIONS

None.

EXHIBIT C
TRADEMARKS

Mark	International Classes	Application No.	Case Status	Filing Date	Registration No.	Registration Date
Design Only 	5	86760408	Registered.	9/17/15	5080451	11/15/16
HEALTH SIMPLIFIED	5	85835729	Registered.	1/29/13	4615851	10/7/14
SMARTYCLAWS	5	86760379	Pending; Intent to Use.	9/17/15		
SMARTYPANTS	5, 44	77906521	Registered.	1/6/10	4026710	9/13/11
SMARTYPAWS	5	86760397	Registered.	9/17/15	5617760	11/27/18