

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crestline Direct Finance, L.P., as Collateral Agent for the Secured Parties		11/30/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Shoedazzle.com, Inc.		
Street Address:	800 Apollo Street		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
Name:	Personal Retailing, Inc.		
Street Address:	609 Mission Street		
Internal Address:	4th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
Name:	JustFab, LLC		
Street Address:	800 Apollo Street		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4506885	BEAU+ASHE	
Registration Number:	4478982	IZABELLA RUE	
Registration Number:	4513511	LEILA STONE	
Registration Number:	4489468	PAPER FOX	
Registration Number:	4475988	SCENE BY *	
TRADEMARK			

CH \$465.00 4506885

Property Type	Number	Word Mark
Registration Number:	3736740	SHOEDAZZLE
Registration Number:	4706568	SHOEDAZZLE
Registration Number:	4489330	SIGNATURE BY *
Registration Number:	4265558	FABKIDS
Registration Number:	4115866	JU JUSTFABULOUS
Registration Number:	4362499	JF
Registration Number:	4183738	JUST FAB
Registration Number:	4292790	JUST FAB
Registration Number:	4293503	JUST FAB
Registration Number:	4010248	JUST FABULOUS
Registration Number:	4355611	JUST FABULOUS
Registration Number:	5651086	JUSTFAB ACTIVE
Registration Number:	5591802	JFA

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

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:	12/02/2020

Total Attachments: 8

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (the "Release"), dated as of November 30, 2020, is made by CRESTLINE DIRECT FINANCE, L.P. ("Crestline"), as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent") to ShoeDazzle.com, Inc., a Delaware corporation ("ShoeDazzle"), Personal Retailing Inc., a Delaware corporation ("Personal Retailing"), and JustFab, LLC, a Delaware limited liability company ("JustFab" and together with ShoeDazzle and Personal Retailing, each, a "Grantor" and collectively, the "Grantors"). Capitalized terms used but not defined herein have the meanings assigned to them in the Credit Agreement (as defined below) or the Security Agreement (as defined below), as applicable.

WHEREAS, TechStyle, Inc., a Delaware corporation (the "Borrower"), the other Credit Parties party thereto (including the Grantors), the lenders party thereto from time to time and Crestline entered into that certain Amended and Restated Credit and Guaranty Agreement, dated as of September 15, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and the other Credit Parties party thereto (including the Grantors) affirmed the Secured Obligations under and as defined in that certain Pledge and Security Agreement, dated as of December 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, ShoeDazzle executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of December 31, 2018 and recorded with the U.S. Patent and Trademark Office on January 4, 2019 at Reel/Frame No. 6517/0252, pursuant to which it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of its respective right, title and interest in, to and under all of the Trademark Collateral (as defined therein) (the "ShoeDazzle Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, Personal Retailing executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of December 31, 2018 and recorded with the U.S. Patent and Trademark Office on January 4, 2019 at Reel/Frame No. 6517/0217, pursuant to which it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of its respective right, title and interest in, to and under all of the Trademark Collateral (as defined therein) (the "Personal Retailing Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, the Borrower executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of December 31, 2018 and recorded with the U.S. Patent and Trademark Office on January 4, 2019 at Reel/Frame No. 6517/0195, pursuant to which it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of its respective right, title and interest in, to and under all of the Trademark Collateral (as defined therein), some of which were assigned to and are now owned by JustFab (the "Assigned JustFab Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, JustFab executed and delivered to the Collateral Agent a Trademark Security Agreement, dated as of August 6, 2019 and recorded with the U.S. Patent and Trademark Office on August 7, 2019 at Reel/Frame No. 6714/0505, pursuant to which it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of its respective right, title and interest in, to and under all of the Trademark Collateral (as defined therein) (the "JustFab Trademark Collateral" and together with the ShoeDazzle Trademark Collateral, the

Personal Retailing Trademark Collateral, and the Assigned JustFab Trademark Collateral, collectively, the "Trademark Collateral");

WHEREAS, effective as of the date hereof, in connection with the GFB Spin-Off, the Grantors have each ceased to be a Guarantor and Grantor under the Credit Agreement and the Security Agreement and pursuant to Sections 7.12 and 9.9 of the Credit Agreement the Liens on the assets of each Grantor comprising part of the Collateral have been automatically released; and

WHEREAS, the Collateral Agent has acknowledged the release of its security interest in all of the right, title, and interest in and to the Trademark Collateral and set forth in Schedule I attached hereto and incorporated herein by this reference (the "Released Collateral"), and has agreed to enter into this Release and to reconvey any and all of its right, title, and interest in and to the Released Collateral to each Grantor, as applicable.

WHEREAS, any security interest in and continuing lien on any trademarks granted to the Collateral Agent by the Borrower or its Subsidiaries other than the Released Collateral (the "Remaining Collateral") will be unaffected by this Release and such security interest in the Remaining Collateral will continue in full force and effect.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent, on behalf of itself, its successors and assigns, and the Secured Parties, hereby TERMINATES, without recourse, representation, or warranty of any kind or nature the security interest in the Released Collateral, RELEASES and forever discharges, without recourse, representation, or warranty of any kind or nature its security interest in the Released Collateral, and retransfers and reassigns to each Grantor, as applicable, any right, title or interest the Collateral Agent may have in, to or under the Released Collateral, without representation or warranty. The Collateral Agent shall retain its security interest in all other portions of the Remaining Collateral that are not the Released Collateral that is the subject of this Release.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

CRESTLINE DIRECT FINANCE, L.P.,
as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C., its general partner

By: Crestline Investors, Inc., its manager

By: 
Name: John Cochran
Title: Vice President

[Signature Page to Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 007176 FRAME: 0935

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	Status	Filing Date & Application Number	Registration Date & Registration Number	Owner or Applicant
BEAU+ASHE	United States of America	Registered	27-Nov-12 85788357	1-Apr-14 4506885	Shoedazzle.com , Inc.
IZABELLA RUE	United States of America	Registered	10-Jan-13 85820419	4-Feb-14 4478982	Shoedazzle.com , Inc.
LEILA STONE	United States of America	Registered	18-Mar-13 85878866	15-Apr-14 4513511	Shoedazzle.com , Inc.
PAPER FOX	United States of America	Registered	18-Dec-12 85806069	25-Feb-14 4489468	Shoedazzle.com , Inc.
SCENE BY *	United States of America	Registered	22-Oct-12 85760521	28-Jan-14 4475988	Shoedazzle.com , Inc.

SHOEDAZZLE	United States of America	Registered	11-Jun-09 77757386	12-Jan-10 3736740	Shoedazzle.com , Inc.
SHOEDAZZLE & Design	United States of America	Registered	3-Feb-14 86182465	24-Mar-15 4706568	Shoedazzle.com , Inc.
SIGNATURE BY *	United States of America	Registered	22-Oct-12 85760533	25-Feb-14 4489330	Shoedazzle.com , Inc.
FABKIDS	United States of America	Registered	25-Oct-11 85455857	25-Dec-12 4265558	Personal Retailing, Inc.

J JUSTFABULOU S & Design	United States of America	Registere d	12-Nov-10 85176018	20-Mar-12 4115866	JustFab, LLC
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JF & Design	United States of America	Registere d	31-Aug-11 85979313	2-Jul-13 4362499	JustFab, LLC
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JUST FAB	United States of America	Registered	14-May-10 85039190	31-Jul-12 4183738	JustFab, LLC
JUST FAB	United States of America	Registered	12-Nov-10 85176016	19-Feb-13 4292790	JustFab, LLC
JUST FAB	United States of America	Registered	12-Nov-10 85976525	19-Feb-13 4293503	JustFab, LLC

JUST FABULOUS	United States of America	Registered	14-May-10 85039211	9-Aug-11 4010248	JustFab, LLC
JUST FABULOUS	United States of America	Registered	31-Aug-11 85979128	18-Jun-13 4355611	JustFab, LLC

JUSTFAB ACTIVE	United States of America	Registere d	14-Dec-17 87720986	8-Jan-19 5651086	JustFab, LLC
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Justfab Active Logo	United States of America	Registere d	14-Dec-17 87720994	23-Oct-18 5591802	JustFab, LLC
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