

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Eagle Private Credit, LLC	FORMERLY Newstar Financial Inc.	03/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Hybrid Promotions, LLC		
Street Address:	10711 Walker Street		
City:	Cypress		
State/Country:	CALIFORNIA		
Postal Code:	90630		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	Junkfood Clothing LLC		
Street Address:	10711 Walker Street		
City:	Cypress		
State/Country:	CALIFORNIA		
Postal Code:	90630		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 90			
Property Type	Number	Word Mark	
Registration Number:	4077939	ACES & IDOLS	
Registration Number:	3648661	CITIZEN EARTH	
Registration Number:	2098496	JEM	
Registration Number:	3658461	J	
Registration Number:	3658460	JEM SPORTSWEAR	
Registration Number:	4608298	J E M COLLECTIVE	
Registration Number:	3562365	POWER OF ART	
Registration Number:	4203217	THERMOCOLOR	
Registration Number:	3924037	STARS AND SPRINKLES	
Registration Number:	4214923	SUPER GLOW	
Registration Number:	3971565	SOLAR FLARE	
Registration Number:	3670656	STONE FREE	
Registration Number:	3941618	WITH A TWIST	
TRADEMARK			

CH \$2265.00 4077939

Property Type	Number	Word Mark
Registration Number:	3632205	WORLD WISE
Registration Number:	3632206	WORLD WISE
Registration Number:	3924036	WOUND UP
Registration Number:	4641931	OURCASTE
Registration Number:	4558542	AWAKE KIDS
Registration Number:	3725298	AWAKE COUTURE
Registration Number:	3725497	AWAKE INC. BY OS
Registration Number:	4107543	AWAKE VINTAGE
Registration Number:	3192265	COLD CRUSH
Registration Number:	4389938	L.O.L.
Registration Number:	3825175	L.O.L.
Registration Number:	3725583	O.S.
Registration Number:	4177940	ROMANCE RETRO ROCK
Registration Number:	4076937	RRR
Registration Number:	3158413	WELL WORN
Serial Number:	86323035	87 SLATE
Serial Number:	86333914	CASTE
Serial Number:	85245387	HYBRID
Serial Number:	86322967	THREADWISE
Serial Number:	86182721	WALKER STREET REFINERY
Serial Number:	85919573	3R'S BY AWAKE
Registration Number:	3665030	JUNK FOOD
Registration Number:	4094030	WORN RITE
Registration Number:	4682443	STRAY HEART
Registration Number:	2589059	JUNK FOOD
Registration Number:	4096484	TRUE VINTAGE
Registration Number:	3711277	JUNK FOOD
Registration Number:	4272502	JUNKFOOD
Serial Number:	77958107	
Registration Number:	2697853	
Registration Number:	4251032	THE NEIGHBORHOOD THIEVES
Registration Number:	4905418	PAINT AND CLOTH
Registration Number:	4814587	JUNK FOOD
Registration Number:	4489484	LOVE + ART
Serial Number:	87711869	TEES + JEANS
Registration Number:	4812265	K38
Serial Number:	87890729	FOREVER JUNK FOOD
Serial Number:	87661595	ZOE + LIV

Property Type	Number	Word Mark
Serial Number:	87661576	LOVE & CHERISH
Serial Number:	87661610	WEEKEND SOUL
Registration Number:	4510322	LYRIC CULTURE
Registration Number:	5247021	LOVE TRIBE
Registration Number:	4790295	SUPER CHARGED
Registration Number:	4796958	
Registration Number:	5147851	SNEAKER CULTURE
Registration Number:	4926356	COLD CRUSH
Registration Number:	4926350	AWAKE
Registration Number:	4912378	LOL VINTAGE
Registration Number:	4912377	WELL WORN
Registration Number:	4804176	TIME 2 SHINE
Registration Number:	4802883	WALKER ST. REFINERY
Registration Number:	4794082	WSR
Registration Number:	4240131	LYRIX
Registration Number:	4258442	LYRIX
Registration Number:	4237594	HOODSBEE
Registration Number:	4170083	LYRIC LOVER
Registration Number:	4286967	
Registration Number:	4443516	MUSIC CULTURE
Registration Number:	4316874	SAY IT WITH A SONG
Registration Number:	4277297	MUSIC ROCKS
Registration Number:	4256013	LYRIC CULTURE
Registration Number:	4256012	LYRIC CULTURE
Registration Number:	4261886	LYRIC NATION
Registration Number:	4261885	LYRIC NATION
Registration Number:	4791047	ZIPPAK
Registration Number:	4791046	CRASHPAK
Registration Number:	4696518	SUPER CHARGED
Registration Number:	3112833	FLEURISH
Registration Number:	3742321	ADOREE
Registration Number:	3650932	KIDTURE
Registration Number:	2231142	SOLD OUT!
Registration Number:	2000316	VENICE BLVD.
Registration Number:	1501406	EVY OF CALIFORNIA
Registration Number:	1504035	EVY
Registration Number:	1556952	CALIFORNIA TALK
Registration Number:	1563458	L.A. TOUCH

Property Type	Number	Word Mark
Registration Number:	5633117	JUNK FOOD

CORRESPONDENCE DATA

Fax Number: 6172359493
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: 6179517790
Email: ronald.duvernay@ropesgray.com
Correspondent Name: Ronald M. Duvernay
Address Line 1: Prudential Tower, 800 Boylston Street
Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	108712-0086-017
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/r duvernay/
DATE SIGNED:	04/07/2021

Total Attachments: 15

source=Trademark Release#page1.tif
source=Trademark Release#page2.tif
source=Trademark Release#page3.tif
source=Trademark Release#page4.tif
source=Trademark Release#page5.tif
source=Trademark Release#page6.tif
source=Trademark Release#page7.tif
source=Trademark Release#page8.tif
source=Trademark Release#page9.tif
source=Trademark Release#page10.tif
source=Trademark Release#page11.tif
source=Trademark Release#page12.tif
source=Trademark Release#page13.tif
source=Trademark Release#page14.tif
source=Trademark Release#page15.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 31, 2021 ("Release"), is made by First Eagle Private Credit, LLC (formerly Newstar Financial Inc.) ("Agent") for itself, its successors and permitted assigns, and the other Lenders (as defined in the Security Agreement referred to below) in favor of Hybrid Promotions, LLC, a California limited liability company ("Promotions"), and Junkfood Clothing LLC, a Delaware limited liability company ("Junkfood"), and together with Promotions, collectively, the "Grantors" and each a "Grantor").

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of December 19, 2014 (as amended, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"; all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement), among the Grantors, the other obligors party thereto, the Lenders from time to time party thereto and the Agent, the Agent acquired a security interest in all Trademark Collateral, as such term is defined in each of (a) that certain Trademark Security Agreement, dated as of December 19, 2014 recorded at at Reel 5425 Frame 101 (as amended, supplemented or otherwise modified from time to time, the "2014 Trademark Security Agreement"), (b) that certain Trademark Security Agreement, dated as of June 15, 2018 recorded at Reel 6359 Frame 751 (as amended, supplemented or otherwise modified from time to time, the "2018 Trademark Security Agreement") and (c) that certain Trademark Security Agreement, dated as of June 20, 2019 recorded at at Reel 6680 Frame 270 (as amended, supplemented or otherwise modified from time to time, the "2019 Trademark Security Agreement"), and together with the 2014 Trademark Security Agreement and the 2018 Trademark Security Agreement, collectively, the "Trademark Security Agreements"), the Grantors have granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule A (the "Trademarks");

WHEREAS, Agent (acting at the written direction of the Lenders) now desires to terminate and release the entirety of its security interest in the Trademarks.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent (for itself and as Agent for the Lenders) and the Grantors (the "parties") agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreements, as applicable.

SECTION 2. Termination and Release. The Agent (acting at the written direction of the Lenders), for itself and as Agent for the Lenders, hereby:

(a) terminates, releases, and discharges its continuing security interest in and continuing lien upon the Trademarks. Any and all right, title, or interest of Agent in the Trademarks and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademarks and any and all causes of action which may exist by reason of infringement of the Trademarks, shall hereby cease and become void;

(b) releases without any recourse to the Agent (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity); and

(c) agrees to execute any other documents and take any further action which is reasonably necessary in any state, country, or jurisdiction that the Grantors may reasonably require to effect the intent and purpose of this Release, provided that all such documents shall be prepared by Grantors' counsel and the cost and expense of such documents and actions shall be borne solely by the Grantors.

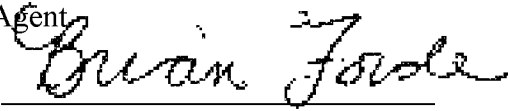
This release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

FIRST EAGLE PRIVATE CREDIT, LLC
(FORMERLY NEWSTAR FINANCIAL INC.),
as Agent

By: 

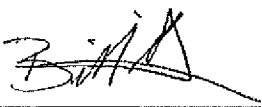
Name: Brian Forde

Title: Managing Director

Acknowledged and Agreed

Grantors:

**HYBRID PROMOTIONS, LLC
JUNKFOOD CLOTHING LLC**

By:  _____

Name: William Hutchison

Title: Chief Executive Officer

[TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

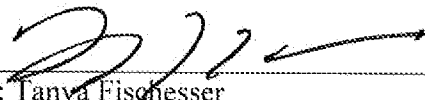
**TRADEMARK
REEL: 007248 FRAME: 0647**

ACKNOWLEDGEMENT BY GUARANTORS AND FOX LOAN PARTIES

Dated as of March 31, 2021

Each of the undersigned, each being a Guarantor or a Fox Loan Party, hereby acknowledges the foregoing Release.

**FOX HEAD, INC.
FOX HOLDCO, INC.**

By: 
Name: Tanya Fischesser
Title: Chief Financial Officer

**HYBRID JEM LLC
HYBRID HOLDINGS, INC.
HYBRID INTERMEDIATE HOLDINGS I,
INC.
HYBRID INTERMEDIATE HOLDINGS II,
INC.
JEM SPORTSWEAR**

By: _____
Name: William Hutchison
Title: CEO

[ACKNOWLEDGEMENT OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

ACKNOWLEDGEMENT BY GUARANTORS AND FOX LOAN PARTIES

Dated as of March 31, 2021

Each of the undersigned, each being a Guarantor or a Fox Loan Party, hereby acknowledges the foregoing Release.

**FOX HEAD, INC.
FOX HOLDCO, INC.**

By: _____
Name: Tanya Fischesser
Title: Chief Financial Officer

**HYBRID JEM LLC
HYBRID HOLDINGS, INC.
HYBRID INTERMEDIATE HOLDINGS I,
INC.
HYBRID INTERMEDIATE HOLDINGS II,
INC.
JEM SPORTSWEAR**

By:  _____
Name: William Hutchison
Title: Chief Executive Officer

[ACKNOWLEDGEMENT OF TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS]

**TRADEMARK
REEL: 007248 FRAME: 0649**

SCHEDULE A

Trademark Collateral under 2014 Trademark Security Agreement

Grantor	Country	Mark	Registration No.
Hybrid Promotions, LLC	USA	Aces & Idols	4,077,939
Hybrid Promotions, LLC	USA	Citizen Earth	3,648,661
Hybrid Promotions, LLC	USA	JEM	2098496
Hybrid Promotions, LLC	USA	J (with a star)	3658461
Hybrid Promotions, LLC	USA	JEM (with a star)	3658460
Hybrid Promotions, LLC	USA	JEM (with a triangle)	4608298
Hybrid Promotions, LLC	USA	Power of Art	3,562,365
Hybrid Promotions, LLC	USA	Thermocolor	4,203,217
Hybrid Promotions, LLC	USA	Starts and Sprinkles	3,924,037
Hybrid Promotions, LLC	USA	Superglow	4,214,923
Hybrid Promotions, LLC	USA	Solar Flare	3,971,565
Hybrid Promotions, LLC	USA	Stone Free	3,670,656
Hybrid Promotions, LLC	USA	With a Twist	3,941,618
Hybrid Promotions, LLC	USA	World Wise	3,632,205
Hybrid Promotions, LLC	USA	World Wise (Graphic)	3,632,206
Hybrid Promotions, LLC	USA	Wound Up	3,924,036
Hybrid Promotions, LLC	USA	Ourcaste	4,641,931
Awake, Inc.	USA	AWAKE KIDS	4558542
Awake, Inc.	USA	AWAKE COUTURE	3725298
Awake, Inc.	USA	AWAKE INC. BY OS	3725497
Awake, Inc.	USA	AWAKE VINTAGE	4107543

Awake, Inc.	USA	COLD CRUSH	3192265
Awake, Inc.	USA	L.O.L.	4389938
Awake, Inc.	USA	L.O.L.	3825175
Awake, Inc.	USA	O.S. and Design	3725583
Awake, Inc.	USA	ROMANCE RETRO ROCK	4177940
Awake, Inc.	USA	RRR	4076937
Awake, Inc.	USA	WELL WORN	3158413

Trademark Applications

Grantor	Country	Mark	Application
Hybrid Promotions, LLC	USA	87 Slate	86/323035
Hybrid Promotions, LLC	USA	Caste	86/333914
Hybrid Promotions, LLC	USA	Hybrid	85/245387
Hybrid Promotions, LLC	USA	Threadwise	86/322967
Hybrid Promotions, LLC	USA	Walker Street Refinery	86/182721
Awake, Inc.	USA	3R'S BY AWAKE	85919573


Trademark Applications

Trademark Collateral under 2018 Trademark Security Agreement

Trademark Registrations/Applications

**TRADEMARK
REEL: 007248 FRAME: 0651**

Entity/ Assignee	Serial Number	Reg. Number	Word Mark	Mark	Filing Date
JunkFood Clothing LLC	78218446	3665030	JUNK FOOD	Typed Drawin	February 24, 2003
JunkFood Clothing LLC	77534000	4094030	WORN RITE	WORN RITE	July 29, 2008
JunkFood Clothing LLC	85745811	4682443	STRAY HEART	STRAY HEART	October 4, 2012
JunkFood Clothing LLC	75800195	2589059	JUNK FOOD	JUNK FOOD	May 2, 2000
JunkFood Clothing LLC	77533988	4096484	TRUE VINTAGE	TRUE VINTAGE	July 29, 2008
JunkFood Clothing LLC	77614672	3711277	JUNK FOOD		November 14, 2008
JunkFood Clothing LLC	77693619	4272502	JUNKFOOD	JUNKFOOD	March 18, 2009
JunkFood Clothing LLC	77958107				March 12, 2010



JunkFood Clothing, LLC	78087149	2697853			October 5, 2001
JunkFood Clothing LLC	85401716	4251032	THE NEIGHBORHOOD THIEVES		August 18, 2011
JunkFood Clothing LLC	85745785	4905418	PAINT AND CLOTH	PAINT AND CLOTH	October 4, 2012
JunkFood Clothing LLC	86404573	4814587	JUNK FOOD	JUNK FOOD	September 24, 2014
JunkFood Clothing LLC	85816537	4489484	LOVE + ART	LOVE + ART	January 7, 2013
JunkFood Clothing LLC	87711869		TEES + JEANS	TEES + JEANS	December 7, 2017
JunkFood Clothing LLC	86530524	4812265	K38	K38	February 10, 2015
JunkFood Clothing LLC	87890729		FOREVER JUNK FOOD	FOREVER JUNK FOOD	April 24, 2018



Common Law Trademarks

JUNK FOOD JUNKFOOD
JUNK FOOD ART HOUSE
WKND

Trademark Collateral under 2019 Trademark Security Agreement

TRADEMARK	OWNER	SERIAL NO./REG. NO.
ZOE + LIV	Hybrid Promotions, LLC	87661595
LOVE, & CHERISH	Hybrid Promotions, LLC	87661576
WEEKEND SOUL	Hybrid Promotions, LLC	87661610
LYRIC CULLURE	Hybrid Promotions, LLC	4510322
LOVE TRIBE	Hybrid Promotions, LLC	5247021
SUPER CHARGED	Hybrid Promotions, LLC	4790295
	Hybrid Promotions, LLC	4796958
Sneaker Culture	Hybrid Promotions, LLC	5147851
COLD CRUSH	Hybrid Promotions, LLC	4926356

AWAKE	Hybrid Promotions, LLC	4926350
LOL VINTAGE	Hybrid Promotions, LLC	4912378
WELL WORN	Hybrid Promotions, LLC	4912377
SHINE	Hybrid Promotions, LLC	4804176
WALKER ST. REFINERY	Hybrid Promotions, LLC	4802883
WSR	Hybrid Promotions, LLC	4794082
LYRIX	Hybrid Promotions, LLC	4240131
	Hybrid Promotions, LLC	4258442
HOODSBEE	Hybrid Promotions, LLC	4237594
LYRIC LOVER	Hybrid Promotions, LLC	4170083
	Hybrid Promotions, LLC	4286967

MUSIC CULTURE	Hybrid Promotions, LLC	4443516
SAY IT WITH A SONG	Hybrid Promotions, LLC	4316874
MUSIC ROCKS	Hybrid Promotions, LLC	4277297
LYRIC CULTURE	Hybrid Promotions, LLC	4256013
	Hybrid Promotions, LLC	4256012
LYRIC NATION	Hybrid Promotions, LLC	4261886
	Hybrid Promotions, LLC	4261885
ZipPak	Hybrid Promotions, LLC	4791047
CrashPak	Hybrid Promotions, LLC	4791046
SUPER CHARGED	Hybrid Promotions, LLC	4696518

FLEURISH	Hybrid Promotions, LLC	3112833
ADOREE	Hybrid Promotions, LLC	3742321
KIDTURE	Hybrid Promotions, LLC	3650932
SOLD OUT!	Hybrid Promotions, LLC	2231142
VENICE BLVD.	Hybrid Promotions, LLC	2000316
EVY OF CALIFORNIA	Hybrid Promotions, LLC	1501406
EVY	Hybrid Promotions, LLC	1504035
CALIFORNIA TALK	Hybrid Promotions, LLC	1556952
LA TOUCHÉ	Hybrid Promotions, LLC	1563458
Awake Kids	Hybrid Promotions, LLC	4,558,542
Awake Couture	Hybrid Promotions, LLC	3,725,298
Awake Inc. by OS	Hybrid Promotions, LLC	3,725,497
Awake Vintage	Hybrid Promotions, LLC	4,107,543
Cold Crush	Hybrid Promotions, LLC	3,192,265

L.O.L.	Hybrid Promotions, LLC	4,389,938
L.O.L.	Hybrid Promotions, LLC	3,825,175
O.S. and Design	Hybrid Promotions, LLC	3,725,583
Romance Retro Rock	Hybrid Promotions, LLC	4,177,940
RRR	Hybrid Promotions, LLC	4,076,937
Well Worn	Hybrid Promotions, LLC	3,158,413
JUNK FOOD	Junkfood Clothing, LLC	563317