

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/08/2021	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Janie and Jack LLC		
Street Address:	2 Folsom Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6123127	JANIE AND JACK	
Registration Number:	6047626	JANIE AND JACK	
Registration Number:	6047616	JANIE AND JACK	
Registration Number:	6047273	JANIE AND JACK	
Registration Number:	6047185	JANIE AND JACK	
Registration Number:	5927865	JANIE AND JACK SAN FRANCISCO	
Registration Number:	5991882	JANIE AND JACK	
Registration Number:	5645402	JACK DENIM BY JANIE AND JACK	
Registration Number:	5645401	JACK DENIM	
Registration Number:	5897916	JANIE AND JACK	
Registration Number:	3856717	JANIE AND JACK	
Registration Number:	3876117	JANIE AND JACK	
Registration Number:	3879035	JANIE AND JACK	
Registration Number:	3856716	JANIE AND JACK	
Registration Number:	3879034	JANIE AND JACK	
Registration Number:	3856707	JANIE AND JACK	
Serial Number:	88677480	JANIE AND JACK	
Serial Number:	87791365	JANIE AND JACK	

CH \$465.00 6123127

CORRESPONDENCE DATA**Fax Number:** 7036106200*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:** 7036106100**Email:** boxip@hoganlovells.com**Correspondent Name:** Rachel Fleeson of Hogan Lovells US LLP**Address Line 1:** 8350 Broad Street, 17th Floor**Address Line 2:** Attn: Box Intellectual Property**Address Line 4:** Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Rachel Fleeson of Hogan Lovells US LLP
SIGNATURE:	/rsf/
DATE SIGNED:	04/12/2021

Total Attachments: 3

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 8, 2021 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as administrative agent (the “Agent”) for the benefit of the Secured Parties, in favor of Janie and Jack LLC, a California limited liability company (the “Grantor”).

WHEREAS, pursuant to that certain U.S. Security Agreement, dated as of May 7, 2020, by and among the Agent, The Gap, Inc., a Delaware corporation, the subsidiaries of the parent borrower named therein and certain other parties thereto (as amended, restated, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered an ABL Trademark Security Agreement, dated as of May 7, 2020, (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 8, 2020 at Reel/Frame 6934/0115;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement with respect to the Grantor.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A. acting in its
capacity as Agent for the benefit of the
Secured Parties**

By: 

Name: Stephen J Garvin
Title: Managing Director

GRANTORS:

JANIE AND JACK LLC

[Signature Page to Trademark Release]

**TRADEMARK
REEL: 007252 FRAME: 0677**

SCHEDULE I

Partial Release of ABL Trademark Security Agreement recorded May 8, 2020 at Reel/Frame 6934/0115:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Janie and Jack LLC	JANIE AND JACK	88677480 11/01/2019	
2.	Janie and Jack LLC	JANIE AND JACK	88685274 11/08/2019	6123127 08/11/2020
3.	Janie and Jack LLC	JANIE AND JACK	88658690 10/17/2019	6047626 05/05/2020
4.	Janie and Jack LLC	JANIE AND JACK	88655592 10/15/2019	6047616 05/05/2020
5.	Janie and Jack LLC	JANIE AND JACK	88646369 10/08/2019	6047273 05/05/2020
6.	Janie and Jack LLC	JANIE AND JACK	88645188 10/07/2019	6047185 05/05/2020
7.	Janie and Jack LLC	JANIE AND JACK SAN FRANCISCO	88085370 08/20/2018	5927865 12/03/2019
8.	Janie and Jack LLC	JANIE AND JACK	87791365 02/09/2018	
9.	Janie and Jack LLC	JANIE AND JACK	87982485 02/09/2018	5991882 02/18/2020
10.	Janie and Jack LLC	JACK DENIM BY JANIE AND JACK	87859155 04/02/2018	5645402 01/01/2019
11.	Janie and Jack LLC	JACK DENIM	87859152 04/02/2018	5645401 01/01/2019
12.	Janie and Jack LLC	JANIE AND JACK	87791367 02/09/2018	5897916 10/29/2019
13.	Janie and Jack LLC	JANIE AND JACK	77948818 03/02/2010	3856717 10/05/2010
14.	Janie and Jack LLC	JANIE AND JACK	77948811 03/02/2010	3876117 11/16/2010
15.	Janie and Jack LLC	JANIE AND JACK	77948807 03/02/2010	3879035 11/23/2010
16.	Janie and Jack LLC	JANIE AND JACK	77948801 03/02/2010	3856716 10/05/2010
17.	Janie and Jack LLC	JANIE AND JACK	77948796 03/02/2010	3879034 11/23/2010
18.	Janie and Jack LLC	JANIE AND JACK	77947711 03/01/2010	3856707 10/05/2010