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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM643626 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
ASSEMBLED BRANDS CAPITAL FUNDING LLC		04/27/2021	Limited Liability Company:	

### **RECEIVING PARTY DATA**

Name:	FIGUE ACQUISITION, LLC	
Street Address:	1255 N. LAKE WAY	
City:	PALM BEACH	
State/Country:	FLORIDA	
Postal Code:	33480	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	4301939	FIGUE	
Registration Number:	4339710	FIGUE	

### **CORRESPONDENCE DATA**

**Fax Number:** 2125099559

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:** 212-509-5050

**Email:** tm-group@wg-law.com

Correspondent Name: Thilo C. Agthe

Address Line 1: 100 Wall Street, 10th Floor Address Line 2: Wuersch & Gering LLP

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	18040-001
NAME OF SUBMITTER:	Thilo C. Agthe
SIGNATURE:	/Thilo C. Agthe/
DATE SIGNED:	04/30/2021

**Total Attachments: 4** 

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## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of April 27, 2021 and granted by ASSEMBLED BRANDS CAPITAL FUNDING LLC, a Delaware limited liability company and successor-in-interest to Assembled Retail, LLC, as the secured party (the "Secured Party"), in favor of Figue Holdings LLC, Figue LLC, Figue IP, LLC and Figue First, LLC, each a Delaware limited liability company (collectively, the "Grantor") and Grantor's successors, assigns and legal representatives.

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of June 29, 2017 (the "Credit Agreement") by and between the Grantor and the Secured Party, the Grantor delivered to the Secured Party that certain Intellectual Property Security Agreement, by and between the Grantor and the Secured Party, dated as of June 29, 2017 (the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, the Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 006436, Frame 0020 on September 12, 2018; and

**WHEREAS**, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

- 1. <u>Release of Security Interest</u>. The Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):
  - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");
  - (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c) 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

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- (d) 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. <u>Governing Law.</u> This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby 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]

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

> ASSEMBLED BRANDS CAPITAL **FUNDING LLC**

> By: Michael Lipkin

Name: Michael Lipkin

Title: President

# **SCHEDULE 1**

# **TRADEMARKS**

Image	Mark	Ser No	Reg No	Filing
FIGUE	FIGUE	85272671	4301939	2011-03-21
ठ्ठ	FIGUE	85549160	4339710	2012-02-22
FIGUE				