

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648725

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as notes collateral agent		05/21/2021	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Intermix Holdco, Inc.
Street Address:	2 FOLSOM STREET
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4856608	19FIFTH
Registration Number:	4714675	BEYOND BEST DRESSED
Registration Number:	5916934	FIFTH & MODE
Registration Number:	4704788	IN THE MIX
Registration Number:	1935678	INTERMIX
Registration Number:	2125763	INTERMIX
Registration Number:	4468962	INTERMIX
Registration Number:	5022781	INTERMIX
Registration Number:	4841794	INTERMIX
Registration Number:	3928543	INTERMIX
Registration Number:	4372378	INTERMIX

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 949-567-6700

Email: ipprosecution@orrick.com

Correspondent Name: Orrick Herrington & Sutcliffe LLP

CH \$290.00 4856608

Address Line 1: 2050 Main Street, Suite 1100
Address Line 2: attn: Brett Cooper
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER: 3000.134/C3Z6

NAME OF SUBMITTER: Brett Cooper

SIGNATURE: /Brett Cooper/

DATE SIGNED: 05/21/2021

Total Attachments: 4

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of May 21, 2021 (the “Effective Date”), is made by U.S. Bank National Association, a United States Association, in its capacity as collateral agent (the “Agent”) for the benefit of the Secured Parties (as defined in the Security Agreement (as defined below)), in favor of Intermix Holdco, Inc., a Delaware corporation (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 a Trademark Security Agreement, dated as of May 7, 2020, (the “Trademark Security Agreement”), for recording 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 6972/0474;

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 registrations and applications set forth Schedule I attached hereto (the “Trademark Collateral”), 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. The Agent is entering into this Release solely in its capacity as Notes Collateral Agent under the Indenture and not in its individual or corporate capacity. In acting hereunder, the Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture and any corresponding provisions of any Cash Flow Document, as if such rights, privileges, immunities and indemnities were set forth herein.

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:

U.S. Bank National Association acting in its
capacity as Agent for the benefit of the Secured
Parties

By:  _____

Name: David Jason

Title: Vice President

GRANTORS:

INTERMIX HOLDCO, INC.

SCHEDULE I

**Partial Release of Trademark Security Agreement recorded May 8, 2020 at Reel/Frame
6972/0474:**

	Owner	Trademark	Appl. No.	Reg. No.
1.	Intermix Holdco, Inc.	19FIFTH	86390921	4856608
2.	Intermix Holdco, Inc.	BEYOND BEST DRESSED	86103618	4714675
3.	Intermix Holdco, Inc.	FIFTH & MODE	88976020	5916934
4.	Intermix Holdco, Inc.	IN THE MIX	86109325	4704788
5.	Intermix Holdco, Inc.	INTERMIX	74623561	1935678
6.	Intermix Holdco, Inc.	INTERMIX	75247502	2125763
7.	Intermix Holdco, Inc.	INTERMIX	85802593	4468962
8.	Intermix Holdco, Inc.	INTERMIX	85802597	5022781
9.	Intermix Holdco, Inc.	INTERMIX	85983839	4841794
10.	Intermix Holdco, Inc.	INTERMIX	85086716	3928543
11.	Intermix Holdco, Inc.	INTERMIX	85802596	4372378