

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DBFLF EXCL ADMN LLC, as Collateral Agent		09/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	REBDOLLS INC		
Street Address:	100 Montgomery Street		
Internal Address:	Ste. 1600		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5102941	REBDOLLS UNAPOLOGETIC FASHION	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>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.</i>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	020445.000145		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	09/24/2021		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of September 24, 2021, by DBFLF EXCL ADMN LLC, in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”), in favor of REBDOLLS INC, a New Jersey corporation (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement or the Credit Agreement (each as defined below)

WHEREAS, the Grantor is a party to that certain (i) Security Agreement, dated as of March 31, 2021 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among, among others, the Grantor and the Collateral Agent for the benefit of the Secured Parties (as defined therein), and (ii) Trademark Security Agreement, dated as of March 31, 2021 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), made by the Grantor in favor of the Collateral Agent, which was recorded with the United States Patent and Trademark Office at Reel 7238, Frame 0233 on March 31, 2021, which were entered into to secure the obligations under that certain Syndicated Facility Agreement, dated as of March 31, 2021, by, among others, Polly Holdco Pty Ltd, Excelerate, L.P., the lenders party thereto from time to time and DBFLF EXCL ADMN LLC, as Administrative Agent, Collateral Agent and Lead Arranger (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent a security interest (the “Security Interest”) in all of Grantor’s right, title and interest in and to the Trademark Collateral, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Grantor has requested that the Collateral Agent terminate, release and discharge fully its lien on and security interest in all right, title and interest of the Grantor in and to the Trademark Collateral, including each trademark and trademark application listed on the attached Schedule A hereto, and execute a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its lien on and security interests in the Collateral as herein provided.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without representation or warranty of any kind, hereby releases, relinquishes and discharges, the Security Interest in and to all of the Grantor’s right, title, and interest in and to the Trademark Collateral and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to the Trademark Collateral and all goodwill associated with such Trademark Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in such Trademark Collateral, proceeds, causes of action and goodwill.

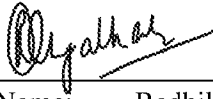
The Collateral Agent hereby authorizes the Grantor, or the Grantor’s authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Collateral Agent agrees to execute and deliver to the Grantor other instruments and other documents, and do all further acts which the Grantor (or its agents or designees) reasonably request, at the Grantor’s sole cost and expense, as may be necessary to release the lien on and security interest in the Collateral which had been granted under the Trademark Security Agreement.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE COLLATERAL AGENT AND THE GRANTOR HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

DBFLF EXCL ADMN LLC,
as Collateral Agent

By: 
Name: Radhika Hulyalkar
Title: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

<u>Mark</u>	<u>Owner</u>	<u>Reg Date</u>	<u>Reg #</u>
REBDOLLS UNAPOLOGETIC FASHION	REBDOLLS INC	12/20/2016	5102941