

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OAKTREE FUND ADMINISTRATION, LLC		05/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FABLETICS, LLC		
Street Address:	555 S. Aviation Blvd.		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4731957	FABLETICS	
Registration Number:	4507778	FABLETICS	
Registration Number:	5521047	FABLETICS	
Registration Number:	4662161	FABLETICS	
Registration Number:	5009625	LIVE YOUR PASSION	
Registration Number:	5890494	MOTION365	
Registration Number:	4778129	PAINTFAB	
Registration Number:	5520519	POWERHOLD	
Registration Number:	5890495	SCULPTKNIT	
CORRESPONDENCE DATA			
Fax Number:	2124920239		
<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:	2123733239		
Email:	cmeredithgoujon@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com, rlyne@paulweiss.com		
Correspondent Name:	Claudine Meredith-Goujon		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison		
Address Line 4:	New York, NEW YORK 10019		

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ATTORNEY DOCKET NUMBER:	013948-00493
NAME OF SUBMITTER:	Claudine Meredith-Goujon
SIGNATURE:	/Claudine Meredith-Goujon/
DATE SIGNED:	05/20/2022

Total Attachments: 7

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of May 18, 2022 is made by **OAKTREE FUND ADMINISTRATION, LLC**, in its capacity as collateral agent (referred to herein as the “Agent”), in favor of **FABLETICS, LLC**, a Delaware limited liability company (the “Company”), pursuant to that certain a Second Lien Pledge and Security Agreement, dated as of September 15, 2020 (and as the same may be further amended or modified from time to time, the “Second Lien Pledge and Security Agreement”), among the Company, the Agent and other parties thereto.

WITNESSETH:

WHEREAS, in connection with the Second Lien Pledge and Security Agreement, the Company executed and delivered the Second Lien Trademark Security Agreement, dated as of September 15, 2020, in favor of the Agent (the “Trademark Security Agreement”)

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications and trademark licenses set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademarks”);

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the “USPTO”) on November 25, 2020, at Reel/Frame No. 7115/0391; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and Second Lien Pledge and Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Second Lien Pledge and Security Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

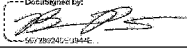
SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

**OAKTREE FUND ADMINISTRATION,
LLC, as Agent**

**By: Oaktree Capital Management, L.P.
Its: Managing Member**

By: 
Name: Brian Price
Title: Senior Vice President

By: 
Name: Ting He
Title: Senior Vice President

[Signature Page – Notice of Release of Security Interest in Trademark Rights (Fabletics, LLC)]