

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		06/13/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Clique Brands, Inc.		
Street Address:	750 N. San Vicente Blvd., Suite 900E		
City:	West Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	5104525	COLLEGE FASHIONISTA	
Registration Number:	5143399	WHO WHAT WEAR	
Registration Number:	5115741	INF	
Registration Number:	4662295	COLLEGEDORMISTA	
Registration Number:	4631214	YOUR CAMPUS IS THE RUNWAY	
Registration Number:	4643811	STYLE ON	
Registration Number:	4631213	STYLE GURU	
Registration Number:	4007678	W3 BY WHO WHAT WEAR	
Registration Number:	4568953	BYRDIE	
Registration Number:	4889907	CLIQUE MEDIA	
Registration Number:	4053665	STYLE STALKER	
Registration Number:	3735484	COLLEGE FASHIONISTA	
Registration Number:	3727026	WHO WHAT WEAR	
Registration Number:	6373570	SECOND LIFE	
Registration Number:	6373531	LIFE LESSONS WITH HILLARY KERR	
Serial Number:	87440902	MERIT	
Serial Number:	87440889	MERIT	
Serial Number:	87233240	COLLEGE FASHIONISTA	
Serial Number:	87237578	COLLEGE FASHIONISTA	

OP \$1240.00 5104525

Property Type	Number	Word Mark
Serial Number:	87237567	COLLEGE FASHIONISTA
Serial Number:	86476683	BYRDIE
Serial Number:	86476695	WHO WHAT WEAR
Serial Number:	86801195	BYRDIE
Serial Number:	86801183	BYRDIE
Serial Number:	86464842	MINED
Serial Number:	86857721	OBSESSEE
Serial Number:	86857709	OBSESSEE
Serial Number:	85610826	DOMAINE
Serial Number:	87468810	WAVE OF COLOR
Serial Number:	87468816	WAVE OF COLOR
Serial Number:	87512656	CLIQUE BRANDS
Serial Number:	87556941	OBSESSEE
Serial Number:	87556956	OBSESSEE
Serial Number:	87584208	UNDECLARED
Serial Number:	87584213	UNDECLARED
Serial Number:	87584219	UNDECLARED
Serial Number:	87607223	UNDECLARED
Serial Number:	87607233	UNDECLARED
Serial Number:	87607240	UNDECLARED
Serial Number:	90207900	WHO WHAT WEAR COLLECTION
Serial Number:	90207889	WHO WHAT WEAR COLLECTION
Serial Number:	90333130	OBSESSEE
Serial Number:	90207908	WHO WHAT WEAR
Serial Number:	88140198	WHO WHAT WEAR
Serial Number:	88641598	THE THIRTY
Serial Number:	88641596	THE THIRTY
Serial Number:	88641600	THE THIRTY
Serial Number:	88641601	THE THIRTY
Serial Number:	88641595	THE THIRTY

CORRESPONDENCE DATA

Fax Number: 2132897727

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: 2134262623

Email: meason@goodwinlaw.com

Correspondent Name: Michele Eason-Priest/Goodwin Procter LLP

Address Line 1: 601 S Figueroa St Fl 41

Address Line 4: Los Angeles, CALIFORNIA 90017

TRADEMARK

REEL: 007750 FRAME: 0434

ATTORNEY DOCKET NUMBER:	132877.351105
NAME OF SUBMITTER:	MICHELE EASON-PRIEST
SIGNATURE:	/S/ MICHELE EASON-PRIEST
DATE SIGNED:	06/13/2022

Total Attachments: 7

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “Release”) is made this 13 day of June, 2022 (the “Release Date”) by SILICON VALLEY BANK, a California corporation (the “Secured Party”), for the benefit of CLIQUE BRANDS, INC., a Delaware corporation (the “Debtor”).

WHEREAS, the Debtor has entered into that certain Loan and Security Agreement, dated as of November 21, 2017 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Credit Agreement”);

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated as of November 21, 2017 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation: (a) all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including without limitation the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the “Marks”), (b) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Exhibit B attached hereto and made a part hereof, and including without limitation all inventions and improvements described and claimed therein and the right to make, have made, use or sell market or advertise for sale the same, and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof and all improvements thereon (the “Patents”), (c) all copyrights, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights and all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Exhibit C attached hereto and made a part hereof, and including without limitation the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing (the “Copyrights”), and (d) for each Trademark, Patent and Copyright, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto (together with the Marks, Patents and Copyrights, the “Intellectual Property”);

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Marks and Patents, and has filed with the

Library of Congress, Copyright Office ("Copyright Office") notices of security interests in the Copyrights; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Intellectual Property.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Intellectual Property granted by the Debtor under the Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO and the Copyright Office.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

SILICON VALLEY BANK

By: DocuSigned by:
Michael Beckwith
Name: Michael Beckwith
Title: vice president