

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM753090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of trademarks recorded at R/F 6869/0351		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		08/26/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Everlane, Inc.		
Street Address:	2170 Folsom St.		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4313012	EVERLANE	
Registration Number:	4606742	ALWAYS ASK WHY	
Serial Number:	85973083	ALWAYS ASK WHY	
Serial Number:	86934186	GOWEAVE	
Serial Number:	87277198	100% HUMAN	
Serial Number:	87393045	RADICAL TRANSPARENCY	
Serial Number:	87981494	RENEW	
Serial Number:	88258501	#DAMNGOODDENIM	
Serial Number:	88258530	DAMN GOOD DENIM	
Serial Number:	88488327	RENYLON	
Serial Number:	88488340	REWOOL	
Serial Number:	88488348	RECASHMERE	
Serial Number:	88488353	REALPACA	
Serial Number:	88488360	REPOLY	
Serial Number:	88488366	REKNIT	
Serial Number:	88488374	RECOTTON	
Serial Number:	88624977	REDOWN	
Serial Number:	88680643	BLACK FRIDAY FUND	

CH \$465.00 4313012

CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 312.862.3135**Email:** barbara.siepka@kirkland.com**Correspondent Name:** Barbara M. Siepka**Address Line 1:** 300 North LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654

NAME OF SUBMITTER:	Barbara M. Siepka
SIGNATURE:	/Barbara M. Siepka/
DATE SIGNED:	09/02/2022

Total Attachments: 5source=2423540 - IPSA Termination (Mezzanine Loan) - SVB-EVERLANE - 1 - NEW_YORK_
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**TERMINATION AND RELEASE OF INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Termination and Release**”) is granted as of August 26, 2022 by **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Howard Street, 3rd Floor, San Francisco, California 94105 (“**Bank**”), in favor of **EVERLANE, INC.**, a Delaware corporation, (the “**Grantor**”).

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement, dated as of February 21, 2020 (the “**Agreement**”), granting to the Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under its Intellectual Property Collateral (as defined in the Agreement), including the Patents (as defined in the Agreement), notice of which was recorded with the United States Patent and Trademark Office (“**USPTO**”) on February 21, 2020 at Reel 051890, Frame 0297, and the Trademarks (as defined in the Agreement), notice of which was recorded with the USPTO on February 21, 2020 at Reel 6869, Frame 0351;

WHEREAS, the obligations secured by said security interest have been paid in full or otherwise satisfied;

WHEREAS, Grantor has requested that Bank hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantor in, to and under all of the Intellectual Property Collateral (as defined in the Agreement), as herein provided; and

WHEREAS, Grantor has requested that the Bank provide a document suitable for recording with the USPTO to evidence the release of the Bank’s security interests in and liens on the Intellectual Property Collateral (as defined in the Agreement), as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby:

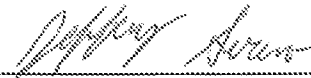
1. releases, terminates and discharges fully all liens and security interests under the Agreement in Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (as defined in the Agreement), including, without limitation, those patents and patent applications identified in Schedule I hereto and those trademarks and trademark applications identified in Schedule II hereto as of the date set forth above;
2. assigns and transfer to the Grantor, without warranty or recourse, all of its right, title and interest in and to the Grantor’s Intellectual Property Collateral (as defined in the Agreement) and the related registrations and goodwill, effective as of the date set forth above;
3. authorizes and requests that this Termination and Release be recorded with the USPTO; and

4. agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Termination and Release at the Grantor's sole cost and expense.

This Agreement 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK

By: 
Name: Jeffrey Sereni
Title: Vice President

SCHEDULE I
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Patents

Patent Name	Location	Filing Date	App. No.
Support Trainer for Tread Shoe	US	7/26/2019	29/699,545

SCHEDULE II
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Trademarks

Trademark	Location	Filing Date	Registration/App. No.
EVERLANE	US	8/12/2012	4313012
ALWAYS ASK WHY	US	6/28/2013	4606742
ALWAYS ASK WHY	US	6/28/2013	85973083
GOWEAVE	US	3/9/2016	86934186
100% HUMAN	US	12/21/2016	87277198
RADICAL TRANSPARENCY	US	3/30/2017	87393045
RENEW	US	5/30/2018	87981494
#DAMNGOODDENIM	US	1/11/2019	88258501
DAMN GOOD DENIM	US	1/11/2019	88258530
RENYLON	US	6/25/2019	88488327
REWOOL	US	6/25/2019	88488340
RECASHMERE	US	6/25/2019	88488348
REALALPACA	US	6/25/2019	88488353
REPOLY	US	6/25/2019	88488360
REKNIT	US	6/25/2019	88488366
RECOTTON	US	6/25/2019	88488374
REDOWN	US	9/20/2019	88624977
BLACK FRIDAY FUND	US	11/5/2019	88680643