

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842908

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900801708		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlackRock Advisors, LLC		02/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AliphCom		
Street Address:	99 RHODE ISLAND STREET, 3RD FLOOR		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: CALIFORNIA		
Name:	MacGyver Acquisition LLC		
Street Address:	99 RHODE ISLAND STREET, 3RD FLOOR		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Aliph, Inc.		
Street Address:	99 RHODE ISLAND STREET, 3RD FLOOR		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: DELAWARE		
Name:	BodyMedia, Inc		
Street Address:	99 RHODE ISLAND STREET, 3RD FLOOR		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	Corporation: DELAWARE		
Name:	Project Paris Acquisition LLC		
Street Address:	99 RHODE ISLAND STREET, 3RD FLOOR		

City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Serial Number:	75778051	BODYMEDIA
Serial Number:	75778052	BODYMEDIA
Serial Number:	75982778	
Serial Number:	75983060	BODYMEDIA
Serial Number:	75983091	SENSEWEAR
Serial Number:	77203509	GOWEAR
Serial Number:	77459339	NOISEASSASSIN
Serial Number:	77693761	
Serial Number:	77723729	BODYMEDIA
Serial Number:	77740023	MYTALK
Serial Number:	77785787	JAWBONE
Serial Number:	77862971	JAWBONE
Serial Number:	77912073	
Serial Number:	77977808	NOISEASSASSIN
Serial Number:	77983525	JAWBONE
Serial Number:	78340835	JAWBONE
Serial Number:	78344895	ALIPH
Serial Number:	78699414	RADIIENT TECHNOLOGIES
Serial Number:	78789403	HEAR IT CLEAR WITH RADIIENT
Serial Number:	78978462	BODYMEDIA
Serial Number:	78978463	SENSEWEAR
Serial Number:	78978803	
Serial Number:	78979514	BODYMEDIA
Serial Number:	85042005	JAWBONE THOUGHTS
Serial Number:	85128357	JAMBOX
Serial Number:	85146224	BE FIERCE. DETAILS SELECT
Serial Number:	85154145	THE NERD
Serial Number:	85275816	JAWBONE UP
Serial Number:	85275857	UP
Serial Number:	85308765	JAWBONE
Serial Number:	85364225	JAWBONE ICON
Serial Number:	85398452	LIVEAUDIO

Property Type	Number	Word Mark
Serial Number:	85409518	BIG JAMBOX
Serial Number:	85421439	ACTIVEALERT
Serial Number:	85435231	UP
Serial Number:	85435234	UP
Serial Number:	85435235	UP BY JAWBONE
Serial Number:	85435238	UP
Serial Number:	85438179	UP
Serial Number:	85455514	MYTALK
Serial Number:	85496464	
Serial Number:	85497289	
Serial Number:	85497295	
Serial Number:	85669268	
Serial Number:	85681405	BODYMEDIA
Serial Number:	85691858	THE SMARTSPEAKER
Serial Number:	85691877	SMARTSPEAKER
Serial Number:	85691881	SMARTSPEAKER
Serial Number:	85728217	BODYMEDIA
Serial Number:	85833854	KNOW YOURSELF. LIVE BETTER
Serial Number:	85885420	SENSEWEAR
Serial Number:	85897944	LIVE BETTER. START NOW.
Serial Number:	85956707	UP BY JAWBONE
Serial Number:	85956813	ERA BY JAWBONE
Serial Number:	85956962	MINI JAMBOX
Serial Number:	85957143	ERA
Serial Number:	85957150	
Serial Number:	85957156	SMART ALARM
Serial Number:	85959421	UP
Serial Number:	85976837	JAWBONE ERA
Serial Number:	86006888	UP24
Serial Number:	85980057	JAWBONE
Serial Number:	86013176	WORKS WITH UP
Serial Number:	86013181	WORKS WITH UP
Serial Number:	86036833	UP
Serial Number:	86064220	UP 24
Serial Number:	85981045	
Serial Number:	85981046	
Serial Number:	85981919	
Serial Number:	85981937	LIVE BETTER. START NOW.

Property Type	Number	Word Mark
Serial Number:	86217698	UP COFFEE
Serial Number:	86224514	JAWBONE
Serial Number:	86360551	UP MOVE
Serial Number:	86360565	UP2
Serial Number:	86360578	UP3
Serial Number:	86360586	UP4
Serial Number:	86439811	DROP BY JAWBONE
Serial Number:	85695152	
Serial Number:	85695159	
Serial Number:	85695168	
Serial Number:	85695176	
Serial Number:	85695182	
Serial Number:	85695191	
Serial Number:	85703599	

CORRESPONDENCE DATA

Fax Number: 6173109401

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: 6174392401

Email: rsanft@nutter.com

Correspondent Name: Mark Leonardo

Address Line 1: 155 Seaport Boulevard

Address Line 2: Seaport West

Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	122174/1
NAME OF SUBMITTER:	Mark Leonardo
SIGNATURE:	/Mark Leonardo/
DATE SIGNED:	09/29/2023

Total Attachments: 10

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TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST

THIS TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST (this "Termination"), is dated as of February 5, 2018, and made by **BLACKROCK ADVISORS, LLC**, a Delaware limited liability company, as Collateral Agent (the "Grantee"), to **ALIPHCOM (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC**, in its sole and limited capacity as assignee for the benefit of creditors of **ALIPHCOM DBA JAWBONE**, a California corporation (the "Company").

WHEREAS, in connection with entering into the original Security Agreement, dated as of April 28, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Original Security Agreement") and the Amended and Restated Security Agreement, dated as of July 22, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Amended Security Agreement"), and pursuant to the Copyright Security Agreement dated as of April 28, 2015 (the "CSA"), amended and restated as of August 26, 2015 (the "Amended and Restated CSA"), the Patent Security Agreement (the "PSA"), amended and restated as of August 26, 2015 (the "Amended and Restated PSA"), the Patent Security Agreement dated as of September 17, 2015 (the "September PSA"), the Trademark Security Agreement dated as of April 28, 2015 (the "TSA"), amended and restated as of August 26, 2015 (the "Amended and Restated TSA"), and the Trademark Security Agreement dated as of September 17, 2015 (the "September TSA"), each among the Grantors named therein and the Grantee (together, the "Security Agreements"), a security interest was granted by such Grantors to the Grantee in the Copyrights, Patents and Trademarks (each as hereinafter defined), and General Collateral (as defined in the Amended Security Agreement);

WHEREAS, the CSA was recorded in the United States Copyright Office at Volume 9926, Document 098, Pages 1-5 on April 29, 2015, and the Amended and Restated CSA was recorded in the same office at Volume 9925, Document 449, Pages 1-6 on August 27, 2015;

WHEREAS, the PSA was recorded in the Patent Division of the United States Patent and Trademark Office at Reel 035531 and Frame 0312 on April 28, 2015, the Amended and Restated PSA was recorded at the same office at Reel 041793 and Frame 0347 on January 26, 2017, and the September PSA was recorded at the same office at Reel 037196 and Frame 0229 on December 2, 2015;

WHEREAS, the TSA was recorded in the Trademark Division of the United States Patent and Trademark Office on April 28, 2015, at Reel 005505 and Frame 0397, the Amended and Restated TSA was recorded at the same office at Reel 005610 and Frame 0177 on August 27, 2015, and the September TSA was recorded at the same office at Reel 005684 and Frame 0048 on December 8, 2015;

WHEREAS, Grantors have requested that the Grantee enter into this Termination in order to effectuate, evidence and record the release of any and all right, title and interest the Grantee may have to the Intellectual Property (as defined herein) under the Security Agreements, and Grantee now desires to terminate and release the Security Agreements; and

WHEREAS, this Termination is necessary to effectuate a sale of intellectual property that is the subject of that certain Asset Purchase Agreement by and between ALIPHCOM (assignment for the benefit of creditors), LLC, in its sole and limited capacity as assignee for the benefit of creditors of the Company, and J Fitness LLC, a Delaware limited liability company (the "Purchaser"), dated as of February 5, 2018 (the "APA"), that benefits both the Grantee and the Grantors.

NOW, THEREFORE, for good and valuable consideration, Grantee hereby states as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements.

2. Release of Security Interest. Without any representation, warranty, recourse or undertaking of any kind, in connection with closing the APA, Grantee hereby terminates the Security Agreements solely with respect to its security interests in the General Collateral, Patent Collateral (as defined in the PSA, Amended and Restated PSA and September PSA), Trademark Collateral (as defined in the TSA, Amended and Restated TSA and September TSA) and the Copyright Collateral (as defined in the CSA and Amended and Restated CSA) that is being sold to the Purchaser under the APA (together, the "Intellectual Property Collateral") granted thereunder and terminates, releases and discharges any and all of such security interests in the Intellectual Property Collateral, with such security interests attaching to the proceeds received from Purchaser under the APA, and reassigns to the Grantors or their respective successors-in-interest, as applicable, any and all right, title and interest in the Intellectual Property Collateral that Grantee may have acquired under the Security Agreements. Grantee understands and agrees that this Termination may be recorded by or for the applicable Grantor (or its applicable successor or assign) with the United States Patent and Trademark Office, the United States Copyright Office and, as applicable, similar domestic and international governmental agencies. Grantee further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the applicable Grantor (or its applicable successor or assign) may reasonably require to effect the intent and purpose of this Termination, provided that all such documents are to be prepared by counsel to such Grantor (or its applicable successor or assign) and the cost and expense of such documents and actions shall be borne solely by such Grantor (or its applicable successor or assign).

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IN WITNESS WHEREOF, Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BLACKROCK ADVISORS, LLC, as Collateral Agent,

By: 

Name:




Title:



David Clayton

Authorized Signatory


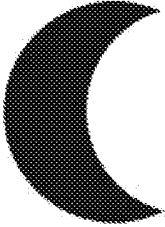
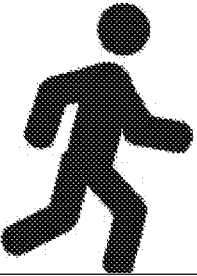

SCHEDULE I
to
TERMINATION OF TRADEMARK SECURITY AGREEMENT

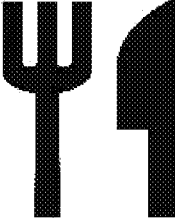



Trademark Registrations/Applications

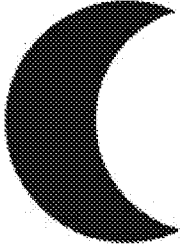
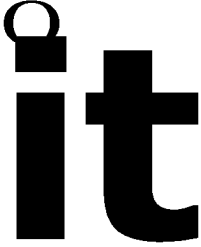

MARK	OWNER	APPL #	APPL DATE	REG #	REG DATE
BODYMEDIA	BODYMEDIA, INC.	75778051	8/18/1999	2570373	5/14/2002
BODYMEDIA	BODYMEDIA, INC.	75778052	8/18/1999	2592177	7/9/2002
	BODYMEDIA, INC.	75982778	10/15/1999	2656935	12/3/2002
BODYMEDIA	BODYMEDIA, INC.	75983060	10/1/1999	2709726	4/22/2003
SENSEWEAR	BODYMEDIA, INC.	75983091	10/1/1999	2700826	3/25/2003
GOWEAR	BODYMEDIA, INC.	77203509	6/12/2007	3544386	12/9/2008
NOISEASSASSIN	ALIPHCOM	77459339	4/28/2008	3807619	6/22/2010
	ALIPHCOM	77693761	3/18/2009	3884763	12/7/2010
BODYMEDIA	BODYMEDIA, INC.	77723729	4/28/2009	3714875	11/24/2009
MYTALK	ALIPHCOM	77740023	5/19/2009	3833525	8/17/2010
JAWBONE	ALIPHCOM	77785787	7/21/2009		
JAWBONE	ALIPHCOM	778 62971	11/2/2009	4000280	7/26/2011
	ALIPHCOM	77912073	1/14/2010	3936394	3/29/2011

NOISEASSASSIN	ALIPHCOM	77977808	4/28/2008	3694140	10/6/2009
JAWBONE	ALIPHCOM	77983525	7/21/2009	4358320	6/25/2013
JAWBONE	ALIPHCOM	78340835	12/15/2003	3046856	1/17/2006
ALIPH	ALIPHCOM	78344895	12/23/2003	3541713	12/2/2008
	ALIPHCOM	78699414	8/24/2005	3565915	1/20/2009
HEAR IT CLEAR WITH RADIIENT	ALIPHCOM	78789403	1/11/2006	3565962	1/20/2009
BODYMEDIA	BODYMEDIA, INC.	78978462	1/13/2005	3289132	9/4/2007
SENSEWEAR	BODYMEDIA, INC.	78978463	8/30/2004	3292367	9/11/2007
	BODYMEDIA, INC.	78978803		3327997	10/30/2007
BODYMEDIA	BODYMEDIA, INC.	78979514	1/13/2005	3387020	2/19/2008
JAWBONE THOUGHTS	ALIPHCOM	85042005	5/18/2010	4289408	2/12/2013
JAMB OX	ALIPHCOM	85128357	9/13/2010	4147311	5/22/2012

	ALIPHCOM	85146224	10/6/2010	4069536	12/13/2011
THE NERD	ALIPHCOM	85154145	10/15/2010	4176348	7/17/2012
JAWBONE UP	ALIPHCOM	85275816	3/24/2011		
UP	ALIPHCOM	85275857	3/24/2011	4309613	3/26/2013
JAWBONE	ALIPHCOM	85308765	4/29/2011	4195569	8/21/2012
JAWBONE ICON	ALIPHCOM	85364225	7/6/2011	4230932	10/23/2012
LIVEAUDIO	ALIPHCOM	85398452	8/15/2011	4155987	6/5/2012
BIG JAMB OX	ALIPHCOM	85409518	8/29/2011	4215279	9/25/2012
ACTIVEALERT	ALIPHCOM	85421439	9/13/2011		
UP	ALIPHCOM	85435231	9/29/2011		
	ALIPHCOM	85435234	9/29/2011		
	ALIPHCOM	85435235	9/29/2011		
UP	ALIPHCOM	85435238	9/29/2011		
	ALIPHCOM	85438179	10/3/2011		
MYTALK	ALIPHCOM	85455514	10/25/2011	4263355	12/25/2012

	ALIPHCOM	85496464	12/15/2011	4270870	1/8/2013
	ALIPHCOM	85497289	12/16/2011		
	ALIPHCOM	85497295	12/16/2011		
	ALIPHCOM	85669268	7/5/2012	4578274	8/5/2014
BODYMEDIA	BODYMEDIA, INC.	85681405	7/19/2012		
THE SMARTSPEAKER	ALIPHCOM	85691858	7/31/2012	4255602	12/4/2012
SMARTSPEAKER	ALIPHCOM	85691877	7/31/2012	4255603	12/4/2012
SMARTSPEAKER	ALIPHCOM	85691881	7/31/2012	4255604	12/4/2012
BODYMEDIA	BODYMEDIA, INC.	85728217	9/13/2012	4341751	5/28/2013
KNOW YOURSELF. LIVE BETTER	ALIPHCOM	85833854	1/28/2013		
SENSEWEAR	BODYMEDIA, INC.	85885420	3/25/2013		
LIVE BETTER. START NOW.	ALIPHCOM	85897944	4/8/2013		
UP BY JAWBONE	ALIPHCOM	85956707	6/11/2013		
ERA BY JAWBONE	ALIPHCOM	85956813	6/11/2013		

MINI JAMBOX	ALIPHCO	85956962	6/11/2013	4606	9/16/2014
ERA	ALIPHCO	8595714	6/11/2013		
	ALIPHCO M	85957150	6/11/2013		
SMART ALARM	ALIPHCO	85957156	6/11/2013	45535	6/17/2014
	ALIPHCO M	8595942 1	6/13/201	4309613	June 13, 2013
JAWBONE ERA	ALIPHCO	85976837	12/2/2010	4200	8/28/2012
UP24	ALIPHCO	86006888	7/10/2013		
JAWBONE	ALIPHCO	85980057	11/2/2011	4426	10/29/201
WORKS WITH UP	ALIPHCO	86013176	7/17/2013		
	ALIPHCO M	8601318 1	7/17/2013		
UP	ALIPHCO	8603683	8/13/2013		
	ALIPHCO M	86064220	9/13/2013		

	ALIPHCOM	85981045	12/16/2011	4536233	5/27/2014
	ALIPHCOM	85981046	12/16/2011	4536234	5/27/2014
	ALIPHCOM	85981919	12/16/2011	4554716	6/24/2014
LIVE BETTER. START NOW.	ALIPHCOM	85981937	4/8/2013	4557389	6/24/2014
UP COFFEE	ALIPHCOM	86217698	3/11/2014		
JAWBONE	ALIPHCOM	86244514	3/18/2014		
UP MOVE	ALIPHCOM	86360551	8/7/2014		
UP2	ALIPHCOM	86360565	8/7/2014		
UP3	ALIPHCOM	86360578	8/7/2014		
UP4	ALIPHCOM	86360586	8/7/2014		
DROP BY JAWBONE	ALIPHCOM	86439811	10/30/2014		
DESIGN MARK	ALIPHCOM	85695152	8/3/2012		

DESIGN MARK	ALIPHCOM	85695159	8/3/2012		
DESIGN MARK	ALIPHCOM	85695168	8/3/2012		
DESIGN MARK	ALIPHCOM	85695176	8/3/2012		
DESIGN MARK	ALIPHCOM	85695182	8/3/2012		
DESIGN MARK	ALIPHCOM	85695191	8/3/2012		
DESIGN MARK	ALIPHCOM	85703599	8/14/2012	4531629	5/20/2014

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