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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM851397

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DBD Credit Funding LLC, successor by assignment to Acquiom Agency Services LLC		11/03/2023	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	TLA Acquisition Corp.
Street Address:	c/o PLBY Group, Inc., 10960 Wilshire Blvd., Suite 2200
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	4259401	
Registration Number:	3317935	
Registration Number:	2228130	A TOUCH OF ROMANCE
Registration Number:	4105586	CHRISTAL'S
Registration Number:	4105574	CHRISTAL'S
Registration Number:	4105576	CHRISTAL'S THE FUN STARTS HERE
Registration Number:	3015334	CONDOM REVOLUTION
Registration Number:	3250550	CONREV
Registration Number:	6032379	LOVERS
Registration Number:	4288044	LOVERS
Registration Number:	4876971	LOVERS
Registration Number:	4311817	LOVERS
Registration Number:	1922743	LOVERS PACKAGE
Registration Number:	3283605	SUTERA
Registration Number:	3498172	SUTERA
Registration Number:	4105575	THE FUN STARTS HERE
Registration Number:	7032148	LOVERS AFTERGLOW

TRADEMARK REEL: 008250 FRAME: 0630

900812016

## **CORRESPONDENCE DATA**

**Fax Number:** 2138918763

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.

Email:rhonda.deleon@lw.comCorrespondent Name:Latham & Watkins LLPAddress Line 1:355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	069239-0002
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	11/06/2023

# **Total Attachments: 5**

source=PLBY - Partial Release (TLA) (Executed)#page1.tif source=PLBY - Partial Release (TLA) (Executed)#page2.tif source=PLBY - Partial Release (TLA) (Executed)#page3.tif source=PLBY - Partial Release (TLA) (Executed)#page4.tif source=PLBY - Partial Release (TLA) (Executed)#page5.tif

### PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Partial Release"), dated as of November 3, 2023, is made by DBD CREDIT FUNDING LLC, successor by assignment to Acquiom Agency Services LLC ("Acquiom") (in such capacity, the ("Successor Agent") in favor of TLA ACQUISITION CORP., a Delaware corporation ("TLA"). Capitalized terms used but not defined herein have the meanings assigned to them in the Security Agreement.

**WHEREAS**, TLA, the other parties party thereto, and Acquiom, entered into that certain Pledge and Security Agreement, dated as of May 25, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, TLA and the other parties party thereto executed and delivered to Acquiom that certain Trademark Security Agreement, dated as of May 25, 2021 (the "Initial Trademark Security Agreement") and recorded with the U.S. Patent and Trademark Office ("USPTO") on May 25, 2021 at Reel/Frame No. 7305/0951 and Supplemental Trademark Security Agreement, dated as of May 10, 2023 (together with the Initial Trademark Security Agreement, the "Trademark Security Agreements") and recorded with the USPTO on May 10, 2023 at Reel/Frame No. 8067/0476, pursuant to which TLA granted to Acquiom, for the ratable benefit of certain secured parties, a security interest in all of its right, title and interest in, to and under select trademarks, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world;

WHEREAS, pursuant to the Assignment of Intellectual Property Security Agreements, dated as of July 18, 2023 (the "Assignment"), and recorded July 19, 2023 with the USPTO at Reel/Frame No. 8138/0001, Acquiom assigned to Successor Agent all of its rights, title and interest in and to the Agreements;

WHEREAS, TLA has requested that the Successor Agent release its security interest in all right, title and interest in, to and under all of the Released Collateral (as defined below);

WHEREAS, the Successor Agent has agreed to release its security interest in all of the right, title and interest in, to and under the trademark registrations and applications owned by TLA and set forth in <a href="Schedule I">Schedule I</a> attached hereto and incorporated herein by this reference (the "Released Collateral"), and to reconvey any and all of its right, title, and interest in and to the Released Collateral to TLA; and

**WHEREAS**, the Successor Agent's security interest in the remaining intellectual property granted to the Successor Agent pursuant to the Agreements (the "<u>Remaining Collateral</u>") will be unaffected by this Partial Release and such security interest in the Remaining Collateral will continue in full force and effect.

**NOW, THEREFORE,** for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Partial Release, the Successor Agent hereby agrees as follows:

- 1. The Successor Agent, on behalf of itself and its successors and assigns, hereby TERMINATES, without recourse, representation, or warranty of any kind or nature its security interest in the Released Collateral, RELEASES and forever discharges, without recourse, representation, or warranty of any kind or nature its security interest in the Released Collateral, and retransfers and reassigns to TLA any right, title or interest the Successor Agent may have in, to or under the Released Collateral, without representation or warranty.
- 2. Except for the release of Released Collateral, all terms and provisions of the Security Agreement, the Intellectual Property Security Agreements and the Assignment shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Security Agreement, the Intellectual Property Security Agreements (as modified hereby) and the Assignment, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein.
- 3. The Administrative Agent hereby authorizes TLA, or TLA's authorized representative(s) or designee(s), as the case may be, at TLA's sole expense, to record this Partial Release with the USPTO and any other applicable governmental office or agency.
- 4. This Partial Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.
- 5. This Partial Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Successor Agent has caused this Release to be duly executed and delivered as of the date first written above.

# DBD CREDIT FUNDING LLC.

as Successor Agent

By;
Name: Brad Bailey
Title: Authorized Signatory

[Signature Page to Partial Release of Security Interest in Trademark Collateral]

# SCHEDULE I

### to

# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

# TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
(Heart Image Mark)	35	85376167 07/20/2011	4259401 12/11/2012
(male female image mark)	10	78911650 06/19/2006	3317935 10/23/2007
A TOUCH OF ROMANCE	35	75411003 12/26/1997	2228130 3/2/1999
CHRISTAL'S	35	85376410 20-JUL-2011	4105586 2/28/2012
CHRISTAL'S (image mark)	35	85376156 20-JUL-2011	4105574 2/28/2012
CHRISTAL'S THE FUN STARTS HERE (image mark)  CHRISTAL'S	35	85376175 20-JUL-2011	4105576 2/28/2012
CONDOM REVOLUTION	35	78461722 4-AUG-2004	3015334 11/15/2005
CONREV	35	78648550 10-JUN-2005	3250550 6/12/2007
LOVERS	10	88510575 11-JUL-2019	6032379 4/14/2020
LOVERS  ØVERS	35	85556564 29-FEB-2012	4288044 2/12/2013
LOVERS (image mark)  LOVERS	35	86548154 27-FEB-2015	4876971 12/29/2015
LOVERS	35	85556573 29-FEB-2012	4311817 4/2/2013
LOVERS PACKAGE	42	74592509 31-OCT-1994	1922743 9/26/1995
SUTERA	10	78608055 04/13/2005	3283605 8/21/2007
SUTERA	3	77293736 10/02/2007	3498172 9/9/2008

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Mark	International Class(es)	Application No Filing Date	Registration No Registration Date
THE FUN STARTS HERE	35	85376172 07/20/2011	4105575 2/28/2012
LOVERS AFTERGLOW	35	90885052 08/16/2021	7032148 4/18/2023

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**RECORDED: 11/06/2023**