

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BJ Agent LLC (as successor by assignment to Paradox Syndication LLC)		07/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BJ Acquisition LLC		
Street Address:	52-16 BARNETT AVENUE		
City:	LONG ISLAND CITY		
State/Country:	NEW YORK		
Postal Code:	11104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	73666094	BETSEY JOHNSON	
Serial Number:	76416159	BETSEY JOHNSON	
Serial Number:	78834547	BETSEY JOHNSON	
Serial Number:	78834558	BETSEY JOHNSON	
Serial Number:	78834563	BETSEYVILLE	
Serial Number:	78834566	BETSEYVILLE	
Serial Number:	78193832	BETSEYVILLE BY BETSEY JOHNSON	
Serial Number:	75101474	U L T R A BETSEY JOHNSON	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W. ; Attn: TMS		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
SIGNATURE:	/Catherine R. Howell/		
TRADEMARK			

CH \$215.00 73666094

DATE SIGNED:	07/31/2014
Total Attachments: 4 source=bj agent release#page1.tif source=bj agent release#page2.tif source=bj agent release#page3.tif source=bj agent release#page4.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
(Trademarks)

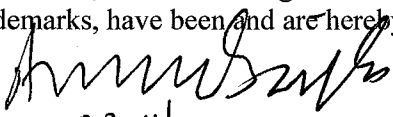
This Release of Intellectual Property Security Interests is granted and conveyed as of July 23, 2014 by BJ Agent LLC, a Delaware limited liability company, as successor by assignment to Paradox Syndication LLC, in favor of BJ Acquisition LLC, a Delaware limited liability company.

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of August 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), Betsey Johnson LLC pledged and granted to Paradox Syndication LLC as Agent for itself and the other financial institutions or entities, a continuing first lien security interest in certain intellectual property, including, but not limited to, the rights in the trademarks (the "Trademarks") listed in Schedule A to this Agreement.

WHEREAS, pursuant to that certain Agent Removal and Appointment Agreement effective August 26, 2010, and that certain Confirmation Of Trademark Security Interest Assignment effective August 26, 2010, Paradox Syndication LLC transferred its rights under the Security Agreement, including its rights in the Trademarks, to BJ Agent LLC and such transfer was recorded with the United States Patent and Trademark Office on August 27, 2010 at Reel 004269; Frame 0077.

WHEREAS, BJ Acquisition LLC has satisfied all of its outstanding obligations under the Security Agreement, and the parties seek to make a record of BJ Agent LLC's release and assignment to BJ Acquisition LLC of any and all of the rights it may have in the intellectual property, including the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, BJ Agent LLC hereby (1) releases, discharges and relinquishes, as of July _____, 2014, its security interests in the intellectual property, including the Trademarks, and (2) assigns to BJ Acquisition LLC any and all of the rights it may have in the intellectual property, including the Trademarks. BJ Agent LLC hereby specifically acknowledges that the Security Agreement is no longer effective and that it does not own any rights to or have any ownership interest in the intellectual property, including the Trademarks, and all of its rights and remedies with respect to the intellectual property, including the Trademarks, have been and are hereby extinguished.




Date: 07.23.14
Name: Awadhesh K. Sinha
Title: C.O.O.

State of New York }
County of Queens } ss.

Before me, a Notary Public for the State of New York, appeared the above named Anudheshk Sinha who acknowledged and signed the foregoing Release Of Intellectual Property Security Interests (Trademarks) and their signing was their free act, having executed the foregoing on behalf of BJ Agent LLC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 23rd day of July, 2014.

(written signature) 

(typed or printed name) _____

Notary Public, State of **ANGIE J CAMPANA**
My commission expires **NOTARY PUBLIC-STATE OF NEW YORK**
No. 01CA6214911
Qualified in Queens County
My Commission Expires December 21, 2017

Seal:-

Schedule A

Trademarks

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class
Canada	Betsey Johnson	854435	8/25/97	655918	12/29/05	9
Canada	Betsey Johnson	854435	8/25/97	655918	12/29/05	3
Canada	Betsey Johnson	854435	8/25/97	655918	12/29/05	25
Canada	Betsey Johnson	854435	8/25/97	655918	12/29/05	35
Canada	Betsey Johnson	854435	8/25/97	655918	12/29/05	18/24/27
Canada	Betseyville	1309388	7/18/06	TMA64133		18
Canada	Betseyville	1309388	7/18/06			24
Canada	Betseyville	1309388	7/18/06	TMA64133		25
Canada	Betseyville	1309388	7/18/06	TMA64133		35
China	Betsey Johnson	5452979	6/30/06	5452979	9/14/09	3
China	Betsey Johnson	970073039	7/16/97	1210232	9/28/98	18
China	Betsey Johnson	9800010344	2/5/98	1270941	5/7/99	25
China	Betseyville	5452978	6/30/06	5452978	8/28/09	18
China	Betseyville	5452977	6/30/06	5452977	8/21/09	25
European Community	Betsey Johnson	582031	7/10/97	582031	6/29/99	3
European Community	Betsey Johnson	582031	7/10/97	582031	6/29/99	18
European Community	Betsey Johnson	582031	7/10/97	582031	6/29/99	25
European Community	Betseyville	5176706	7/3/06	5176706	6/8/07	18
European Community	Betseyville	5176706	7/3/06	5176706	6/8/07	24
European Community	Betseyville	5176706	7/3/06	5176706	6/8/07	25
Hong Kong	Betsey Johnson	1582/98	2/10/98	B16037/99	2/10/98	18
Hong Kong	Betsey Johnson	1582/98	2/10/98	B16037/99	2/10/98	25
Hong Kong	Betsey Johnson	300665460	6/23/06	300665460	6/23/06	3
Hong Kong	Betsey Johnson	300665460	6/23/06	300665460	6/23/06	9
Hong Kong	Betsey Johnson	300665460	6/23/06	300665460	6/23/06	14
Hong Kong	Betseyville	300665479	6/23/06	300665479	6/23/06	18
Hong Kong	Betseyville	300665479	6/23/06	300665479	6/23/06	25
India	Betsey Johnson	1470038	7/14/06			3
India	Betsey Johnson	1470038	7/14/06			25
Italy	Betsey Johnson	48360-0/89	3/29/89	872201	2/18/92	25
Japan	Betsey Johnson	122990/97	6/2/97	4253208	3/19/99	18
Japan	Betsey Johnson	H05-057812	6/11/93	2692907	8/31/94	24/25
Japan	Betsey Johnson	2006-61251	6/30/05	5112947	2/22/08	3
Japan	Betsey Johnson	2006-113891	12/8/06	5088264	11/2/2007	3/24/25/27
Japan	Betsey Johnson	2006-23294	3/15/06	5019712	1/19/07	9
Japan	Betsey Johnson	2006-23294	3/15/06	5019712	1/19/07	14
Japan	Betsey Johnson	2007-031524	4/21/07	5177002	10/31/08	35

DB1/ 80098716.2

Country	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class
Japan	Betseyville	2006-59313	6/26/06	5012956	12/22/06	18
Japan	Betseyville	2006-59313	6/26/06	5012956	12/22/06	25
Mexico	Betsey Johnson	126239	11/6/91	429504	1/20/93	25
South Korea	Betsey Johnson	40-2006-28405	5/26/06	694455	1/18/07	18
South Korea	Betsey Johnson	40-2007-0049392	9/19/07	4008007830000	9/14/09	25
Russia	Betsey Johnson	2005-732743	12/19/05	323601	4/2/07	3
Russia	Betsey Johnson	2005-732743	12/19/05	323601	4/2/07	14
Russia	Betsey Johnson	2005-732743	12/19/05	323601	4/2/07	9
Russia	Betsey Johnson	2005-732743	12/19/05	323601	4/2/07	18
Russia	Betsey Johnson	2005-732743	12/19/05	323601	4/2/07	25
Taiwan	Betsey Johnson	91021042	5/24/02	1047792	6/16/03	25
Taiwan	Betsey Johnson	09503 2085	6/21/02			3
Taiwan	Betsey Johnson	09503 2085	6/21/02			18
Taiwan	Betseyville	09503 2127	6/21/06			3
Taiwan	Betseyville	09503 2127	6/21/06			18
Turkey	Betsey Johnson	2006-030749	6/26/06	2006 030749		3
Turkey	Betsey Johnson	2005/049703	11/21/05	2005 49703	11/21/05	9
Turkey	Betsey Johnson	2005/049703	11/21/05	2005 49703	11/21/05	14
Turkey	Betsey Johnson	2005/049703	11/21/05	2005 49703	11/21/05	18
Turkey	Betsey Johnson	2005/049703	11/21/05	2005 49703	11/21/05	25
UAE	Betsey Johnson	82699	7/10/06			3
UAE	Betsey Johnson	80899	5/21/06	78804	1/15/07	18
UAE	Betsey Johnson	65373	11/30/04	53885	6/18/05	25
UAE	Betseyville	82589	7/5/06			18
United States	Betsey Johnson	73/666,094	6/10/87	1509297	10/18/88	25
United States	Betsey Johnson	73/666,094	6/10/87	1509297	10/18/88	42
United States	Betsey Johnson	76/416,159	5/31/02	2706856	4/15/03	3
United States	Betsey Johnson	78/834,547	3/10/06	3232866	4/24/07	18
United States	Betsey Johnson	78/834,558	3/10/06			9
United States	Betsey Johnson	78/834,558	3/10/06	3447088	6/10/08	9/14
United States	Betsey Johnson	78/834,558	3/10/06			24/27
United States	Betseyville	78/834,563	3/10/06	3210939	2/20/07	18
United States	Betseyville	78/834,566	3/10/06			24
United States	Betseyville by Betsey Johnson	78/193,832	12/13/02	2855216	6/15/04	25
United States	Ultra Betsey Johnson	75/101474	5/9/96	2104236	10/7/97	25

DBI/ 80098716.2

IN *

RECORDED: 07/31/2014

TRADEMARK
REEL: 005334 FRAME: 0291