# OP \$115.00 86132878

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM437733

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
E&B Capital LLC		07/31/2017	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Evelyn & Bobbie, LLC		
Street Address:	2343 SW Park Place		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97205		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	86132878	EVELYN & BOBBIE
Serial Number:	86776837	EVERYDAY BUSTIER
Serial Number:	86818004	
Serial Number:	87245011	YOU-SIZED

#### **CORRESPONDENCE DATA**

**Fax Number:** 5032202480

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:** 503-294-9848

Email: lisa.davis@stoel.com

Correspondent Name: Stoel Rives LLP - Matthew R. Wilmot Address Line 1: 760 SW Ninth Avenue, Suite 3000

Address Line 4: Portland, OREGON 97205

ATTORNEY DOCKET NUMBER:	48626-18			
NAME OF SUBMITTER:	ER: Lisa M. Davis, Paralegal			
SIGNATURE:	/Lisa M. Davis/			
DATE SIGNED:	08/02/2017			

**Total Attachments: 7** 

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# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of July 31, 2017 is made by E&B Capital LLC, a Delaware limited liability company (the "Secured Party") in favor of Evelyn & Bobbie, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, the Grantor and the Secured Party are parties to a certain Secured Convertible Promissory Note dated as of November 18, 2016 (as may have been amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Note") in favor of the Secured Party;

WHEREAS, in order to partially secure the Grantor's obligations to the Secured Party under the Note, the Grantor executed and delivered in favor of the Secured Party that certain Security Agreement dated as of November 18, 2016, made by and between the Grantor and the Secured Party (as may have been amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement);

WHEREAS, the Grantor and the Secured Party are parties to two Intellectual Property Security Agreements, dated as of November 18, 2016 and November 22, 2016, whereby the Grantor pledged and granted to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under its intellectual property collateral, including: (a) the patents and patent applications set forth in Schedule A hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents"); (b) the trademark registrations and applications set forth in Schedule B hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications; (c) the copyright registrations and applications and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule C hereto, and all extensions and renewals thereof (the "Copyrights"); (d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the "IP Collateral");

WHEREAS, the Intellectual Property Security Agreement dated as of November 18, 2016 was recorded with the United States Patent and Trademark Office (the "USPTO") on November 23, 2016 at Reel 040413, Frame 0756 with respect to the Patents set forth in Schedule A hereto;

WHEREAS, the Intellectual Property Security Agreement dated as of November 18, 2016 was recorded with the USPTO on November 21, 2016 at Reel 5926, Frame 0035, with respect to the trademarks set forth in Schedule 2 thereto;

WHEREAS, the Intellectual Property Security Agreement dated as of November 22, 2016 was recorded with the USPTO on February 14, 2017 at Reel 5988, Frame 0242, with respect to the trademarks set forth in Schedule 2 thereto; and

WHEREAS, the Secured Party wishes to release its security interests in and to the IP Collateral and, in connection therewith, the Secured Party has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereto agrees as follows:

- 1. <u>Termination of Collateral Assignment</u>. The Secured Party hereby agrees that the Intellectual Property Security Agreements dated as of November 18, 2016 and November 22, 2016 are hereby terminated and deemed of no further force or effect and that each party thereto shall have no further obligation thereunder.
- 2. <u>Release of Security Interest</u>. The Secured Party, for itself and its successors, representatives, agents and assigns, hereby terminates, discharges and releases its security interests in the IP Collateral and any other rights or interests it may have with respect thereto, and reassigns to the Grantor any and all such rights and interests.
- 3. <u>Recording with USPTO</u>. The Secured Party hereby authorizes the Grantor to file and record this Agreement with the USPTO.
- 4. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Further Assurances.</u> The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

E&B CAPITAL LLC

By:

James H. Simons

Manager

AGREED TO AND ACCEPTED:

EVELYN & BOBBIE, LLC

By:

\_\_\_\_\_\_

Bree McKeen

CEO

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

E&B	CA	PITA	Ŧ.	

By:	
,.	James H. Simons
	Manager

AGREED TO AND ACCEPTED:

**EVELYN & BOBBIE, LLC** 

Bree McKeen

CEO

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

# Patents and Patent Applications

Title	Application Se	Filmeflate	Pali. No.	Fateur Vo	Issue Bate
SUPPORT BUSTIER GARMENT	14/185,271	27-[30-14	20140213145	8,864,549	21/005/14
SUPPORT BUSTIER GARMENT	2014209123	27-Jan-14	***************************************		Ì
SUPPORT BUSTIER GARMENT	RR11201S0177794	27-Jass-14			
SUPPORT BUSTIER GARMENT	14/817,748	17-003-14	20150044940	9.237,772	19-jan-16
SUPPORT BUSTIER GARMENT	14/833.669	8/24/2015	20150359268	9,392,822	19-101-16
BUSTIER GARMENT WITH SUPPORT STRUCTURES HAVING A PLURALITY OF LAYERS	18/203.421	July 6 2018	2016(309797		
SUPPORT BUSTIER GARMENT	2309320	27-188-14		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<b>,</b>
SUPPORT BUSTIER GARMENT	2014800109037	27-jas-14	CN 105007768 A	•	¢
SUPPORT BUSTIER GARMENT	201891256	27-186-14	201891286		<b>†</b>
SUPPORT BUSTIER GARMENT	EP14743241.3	27-180-14	2948007		<b>*</b>
SUPPORT BUSTIER GARMENT	P00 2013 05062	27-lass-14			1
SUPPORT BUSTIER GARMENT	240144	27-las-14			<u> </u>
SUPPORT BUSTIER GARMENT	8658/DELNP/2015	27-Jan-14	***************************************	***************************************	***************************************
SUPPORT BUSTIER GARMENT	2015-555391	27-Jan-14		**********************	***************************************
SUPPORT BUSTIER GARMENT	KR10-2018-7022448	27-jan-14	10-2015-0115814		1
SUPPORT BUSTIER GARMENT	MX/a/2015/009666	27-Jan-14			
SUPPORT BUSTIER GARMENT	Pl 2015001862	27-188-14			
SUPPORT BUSTIER GARMENT	710721	27-jan-14			
SUPPORT BUSTIER GARMENT	PCT/US2014/013240	27-jan-14	W0201411710S		
SUPPORT BUSTIER GARMENT	1-2015-501657	27-188-14		1	
SUPPORT EUSTIER GARMENT	11201505798V	27-186-14			
SUPPORT BUSTIER GARMENT	1501004190	27-Jan-14			I
SUPPORT BUSTIER GARMENT	1-2018-02908	27-180-14	-		<u> </u>
SUPPORT BUSTIER GARMENT	2015/06092	27-[88-14			
SUPPORT BUSTIER CARMENT	61/756,989	25-lan-13			
SUPPORT BUSTIER GARMENT	62/108.269	240419			1
SUPPORT BUSTIER GARMENT	62/853,393	22-Jun-16			
BRASSIER GARMENT AND COMPONENTS THEREOF	62/273,420	30-Dec-15			
SYSTEMS, DEVICES, AND METHODS FOR GARMENT SIZING AND PRODUCTION	62/342,795	27-May-16			

## **Trademark Registrations and Applications**

Mark	Jurisdiction	Class(es)	Serial No.	Date Filed
EVELYN & BOBBIE	U.S.	25, 26	86/132,878	12/02/2013
EVERYDAY BUSTIER	U.S.	25	86/776,837	10/02/2015
Miscellaneous Design (Circles Logo)	U.S.	25	86/818,004	11/12/2015
YOU-SIZED	U.S.	25	87/245,011	11/22/2016

## **Copyright Registrations and Applications**

None.

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**RECORDED: 08/02/2017**