

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral at Reel/Frame No. 5768/0876		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		10/26/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SmartyPants, Inc.		
Street Address:	4056 Del Rey Ave., Suite A		
City:	Marina Del Rey		
State/Country:	CALIFORNIA		
Postal Code:	90292		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4026710	SMARTYPANTS	
Registration Number:	4615851	HEALTH SIMPLIFIED	
Serial Number:	86309457	RESPECT THE GUMMY	
Serial Number:	86760379	SMARTYCLAWS	
Serial Number:	86760397	SMARTYPAWS	
Serial Number:	86809713	SMARTYPETS	
Serial Number:	86760408		
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	061211-0004		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$190.00 4026710

DATE SIGNED:	10/26/2018
Total Attachments: 3 source=SmartyPants -- Release of Security Interest in Trademark Collateral Web#page1.tif source=SmartyPants -- Release of Security Interest in Trademark Collateral Web#page2.tif source=SmartyPants -- Release of Security Interest in Trademark Collateral Web#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (the “Release”), dated as of October 26, 2018, is made by WEBSTER BANK, NATIONAL ASSOCIATION (the “Lender”) in favor of SMARTYPANTS, INC., a Delaware corporation (the “Grantor”).

WITNESSETH

WHEREAS, the Grantor and the Lender entered into that certain Security Agreement, dated as of April 11, 2016 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed that certain Grant of Security Interest (Trademarks), dated as of April 11, 2016, (the “Trademark Security Agreement”) and recorded with the U.S. Patent and Trademark Office on April 11, 2016 at Reel/Frame No. 5768/0876, pursuant to which the Grantor granted to the Lender a security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement); and

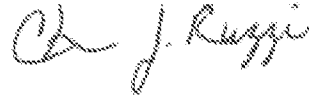
WHEREAS, the Grantor has requested that the Lender, and the Lender has agreed to, release its security interest in all right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, the Lender hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty of any kind or nature, its security interest in and to all of the Trademark Collateral, including the trademark registrations and applications set forth in **Schedule I** attached hereto and incorporated herein by reference, and agrees that all the security interest in the Trademark Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty of any kind or nature, any and all right, title and interest that the Lender may have obtained in and to all of its Trademark Collateral under the Security Agreement and the Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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

WEBSTER BANK, NATIONAL ASSOCIATION,
as Lender

A handwritten signature in cursive script, appearing to read "C. J. Ruzzi".

By: _____
Name: Christopher J. Ruzzi
Title: Director

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Filing Date</u>
SmartyPants	4026710	77-906521	September 13, 2011	January 6, 2010
Health Simplified	4615851	85-835729	October 7, 2014	January 29, 2013
Respect The Gummy	-----	86-309457	-----	June 13, 2014
SmartyClaws	-----	86-760379	-----	September 17, 2015
SmartyPaws	-----	86-760397	-----	September 17, 2015
SmartyPets	-----	86-809713	-----	November 4, 2015
Owl standing sideways and winking mark	-----	86-760408	-----	September 17, 2015