

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 7705/0242		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST (LONDON) LIMITED		07/05/2022	Corporation: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	VIRGIN EXPERIENCE GIFTS INC.		
Street Address:	11101 West 120th Avenue		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3309559	CLOUD 9 LIVING	
Registration Number:	3309560	C9	
Registration Number:	5240679	WISH CARD	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310.284.4549		
Email:	ypan@proskauer.com, sgoldfarb@proskauer.com		
Correspondent Name:	Susan R. Goldfarb		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	2029 Century Park East		
Address Line 4:	Suite 2400, CALIFORNIA 90067-3206		
ATTORNEY DOCKET NUMBER:	29940.004		
NAME OF SUBMITTER:	Susan R. Goldfarb		
SIGNATURE:	/Susan R. Goldfarb/		
DATE SIGNED:	07/07/2022		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks, dated as of July 5, 2022 (the “**Trademark Security Release**”), is made by WILMINGTON TRUST (LONDON) LIMITED in its capacity as Security Agent (the “**Security Agent**”) under that certain Trademark Security Agreement, dated as of April 26, 2022 (the “**Trademark Security Agreement**”) by and between Virgin Experience Gifts Inc., a Florida Corporation (“**Grantor**”) and the Security Agent. Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office on April 28, 2022 at reel 7705, frame 0242, the Grantor granted to the Security Agent, a Lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, pursuant to that certain Pay-off Letter and Global Deed of Release, each dated on or about July 4, 2022, by and among Grantor, the other signatories party thereto and the Security Agent, Grantor has requested that the Security Agent, and the Security Agent has agreed to, (a) release any and all Liens and security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its Lien and security interest on all Grantor’s right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Security Agent does hereby agree as follows:

For purposes of this Trademark Security Release, “**Trademark Collateral**” means the following, whether existing as of the date of the Trademark Security Agreement or thereafter created or acquired, all of the Grantor’s right, title and interest in, to and under

- (a) all Trademarks and Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those listed on Schedule I attached hereto;
 - (b) all renewals, reversions and extensions of the foregoing;
 - (c) all product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark, service mark and other Trademark; and
 - (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as

a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

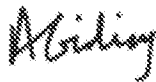
The Security Agent, in each case, without recourse, representation or warranty of any kind whatsoever, does hereby terminate, release and discharge (a) the Lien and security interest created under the Trademark Security Agreement in the Trademarks and Trademark Collateral, and (b) the entirety of its security interest in all of Grantors' right, title and interest in, to and under the Trademarks and Trademark Collateral and any such right, title and interest of the Security Agent, if any, shall hereby terminate, cease and become void.

Governing Law. This Trademark Security Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would result in the application of any other law.

[Signature Page Follows]

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by its officers thereunto duly authorized as of the date above first written.

**WILMINGTON TRUST (LONDON)
LIMITED**, as Security Agent

By: 

Name: Antony Girling

Title: Vice President

SCHEDULE I

1. REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
CLOUD 9 LIVING, word mark	RN 3309559/SN 78834907/Int'l Class 35	October 9, 2007
C9, word mark with words, letters, and/or numbers in stylized form	RN 3309560/SN 78834914/Int'l Class 35	October 9, 2007
WISH Card, word mark	RN 5240679/SN 87247016/Int'l Class 35	July 11, 2017

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.