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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI143892

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crestline Direct Finance, L.P., as Collateral Agent		04/04/2024	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Company Name:	The Smilist Management, Inc.	
Street Address:	40 Cuttermill Road	
Internal Address:	Suite 500	
City:	Great Neck	
State/Country:	NEW YORK	
Postal Code:	11021	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5528706	WE'RE DIFFERENT. IN A GOOD WAY.
Registration Number:	6463843	THE SMILIST

CORRESPONDENCE DATA

Fax Number: 2026261700

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: 2028793825

Email: mmcknelly@jonesday.com,ccduerr@jonesday.com

Correspondent Name: Megan McKnelly

Address Line 1: 51 Louisiana Avenue NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	539602.635002
NAME OF SUBMITTER:	Camille Duerr
SIGNATURE:	Camille Duerr
DATE SIGNED:	04/05/2024

Total Attachments: 3

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TRADEMARK REEL: 008390 FRAME: 0643

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TRADEMARK REEL: 008390 FRAME: 0644

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 4, 2024 (this "Release") is made by CRESTLINE DIRECT FINANCE, L.P., as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below) in favor of THE SMILIST MANAGEMENT, INC., a Delaware corporation (the "Grantor").

Pursuant to that certain Pledge and Security Agreement, dated as of December 23, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor and Collateral Agent entered into a certain Trademark Security Agreement, dated as of December 23, 2020 and recorded in the United States Patent and Trademark Office on December 31, 2020, at Reel 7152, Frame 0608 (the "Trademark Security Agreement"), and pursuant to the Security Agreement and Trademark Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under certain Collateral (as defined in the Security Agreement), including the trademarks identified on Schedule A hereto and incorporated herein by reference (the "Trademark Collateral").

The Collateral Agent, without representation, warranty or recourse of any sort, hereby terminates, releases and discharges the grant of and all of its lien on and security interest in, all right, title and interest in, to and under the Trademark Collateral. Any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary and requested by the Grantor to effect the release of the security interest contemplated hereby at the Grantor's expense. The Collateral Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the United States Patent and Trademark Office.

This Release may be executed in any number of 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 by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

(Signature page follows)

TRADEMARK REEL: 008390 FRAME: 0645 IN WITNESS WHEREOF, Collateral Agent has caused this document to be executed on its behalf as of the date first written above.

CRESTLINE DIRECT FINANCE, L.P.,

as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C.,

its general partner

By: Crestline Investors, Inc.,

its manager

By: Will Palmer

Name: Will Palmer

Title: Managing Director

Address: 201 Main Street, Suite 1900

Fort Worth, TX 76102

Schedule A

Released Trademarks

1. REGISTERED TRADEMARKS

Trademark	Serial No.	Registration No.	Registration Date	Status
WE'RE DIFFERENT. IN A GOOD WAY.	87691523	5528706	July 31, 2018	1A
Word Mark: WE'RE DIFFERENT. IN A GOOD WAY.				
THE SMILIST Word Mark: The Smilist	87691136	6463843	August 24, 2021	1A; 1B

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.

TRADEMARK
RECORDED: 04/05/2024 REEL: 008390 FRAME: 0647

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