

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyBank National Association		09/12/2013	National Association:

RECEIVING PARTY DATA

Name:	DOTS, LLC
Street Address:	30300 Emerald Valley Parkway
City:	Glenwillow
State/Country:	OHIO
Postal Code:	44139
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	IPC/DOTS LLC
Street Address:	277 Park Avenue
Internal Address:	39th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	DOTS GIFT LLC
Street Address:	30300 Emerald Valley Parkway
City:	Glenwillow
State/Country:	OHIO
Postal Code:	44139
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2671893	ALL THE TRENDS...NONE OF THE PRICES

CH \$690.00 2671893

Registration Number:	1304292	BOBBI GEE
Registration Number:	1304293	BOBBI GEE
Registration Number:	3569718	DOTS
Registration Number:	2948673	DOTS
Registration Number:	2568849	DOTS
Registration Number:	1502671	DOTS
Registration Number:	2768884	DOTS.COM
Registration Number:	3729867	DOTS LOVE THE LOOKS. LOVE THE PRICES.
Registration Number:	3163291	JOY TO THE GIRL
Registration Number:	3785217	LOVE THE LOOKS. DOTS.
Registration Number:	2748444	MKM
Registration Number:	2450264	MKM
Registration Number:	2051546	MKM
Registration Number:	2901881	R.A.G.
Registration Number:	2955189	RAG
Registration Number:	3846251	SEXY IN BLACK
Registration Number:	1601518	RETAIL APPAREL GROUP
Serial Number:	85158365	BLOOM BY DOTS
Serial Number:	77796376	MY LOVE
Serial Number:	85058032	MY LOVE U BY DOTS
Serial Number:	85058030	MY LOVE UNIVERSITY BY DOTS
Serial Number:	76505806	RAG
Serial Number:	85158363	SEXY IN BLACK
Serial Number:	85158873	STYLES & BEATS
Serial Number:	85158361	SWIRL
Serial Number:	77842620	LADY D

CORRESPONDENCE DATA

Fax Number: 2162410816
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 216-622-8200
Email: ipdocket@calfee.com
Correspondent Name: Carol A. Costanza
Address Line 1: Calfee, Halter & Griswold LLP
Address Line 2: 1405 East 6th St., The Calfee Building
Address Line 4: Cleveland, OHIO 44114-1607

	34585/04005
NAME OF SUBMITTER:	Carol A. Costanza
Signature:	/carol a. costanza/
Date:	09/23/2013
Total Attachments: 4 source=02172230#page1.tif source=02172230#page2.tif source=02172230#page3.tif source=02172230#page4.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

WHEREAS, by that certain Pledge and Security Agreement dated as of January 3, 2011 (the "Security Agreement"), DOTS, LLC, a Delaware limited liability company with an address at 30300 Emerald Valley Parkway, Glenwillow, OH 44139 ("DOTS"), IPC/DOTS LLC, a Delaware limited liability company with an address at 277 Park Avenue, 39th floor, New York, NY 10172 ("IPC"), and DOTS GIFT LLC, an Ohio limited liability company with an address at 30300 Emerald Valley Parkway, Glenwillow, OH 44139 ("GIFT" and together with DOTS and IPC, "Grantors"), granted to KeyBank National Association, in its capacity as administrative agent for certain lenders, with an address at 127 Public Square, 5th Floor, Cleveland, Ohio 44114 ("Releasor"), a continuing security interest in all of Grantors' right, title and interest in, to and under certain intellectual property, and in connection therewith, entered into that certain Assignment of Security in Intellectual Property dated as of January 3, 2011 (the "IP Security Agreement"), for the purpose of recording such security interest with respect to the IP Collateral (as defined in the IP Security Agreement), which included those items set forth on Schedule A hereto;

WHEREAS, the IP Security Agreement was recorded in the Trademark Assignment database of the United States Patent and Trademark Office ("PTO") on February 7, 2011 at Reel/Frame 004469/0343;

WHEREAS, Releasor wishes to provide a document suitable for recording in the Trademark Assignment Database of the PTO for purposes of recording the release, relinquishment and discharge of its security interest in the IP Collateral;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor, on behalf of itself and the lenders referenced in the Security Agreement, hereby (a) relinquishes, releases and discharges the security interest in the IP Collateral granted by Grantors in the IP Security Agreement, (b) confirms the termination of and hereby terminates the IP Security Agreement, and (c) re-assigns to Grantors any right, title and interest it may have in, to and under the IP Collateral.

Releasor shall, at Grantors' expense, take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Release of Security Interest in Intellectual Property.

This Release of Security Interest in Intellectual Property shall be governed by and construed in accordance with the laws of the State of Ohio.

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IN WITNESS WHEREOF, the parties have caused this Release of Security Interest in Intellectual Property to be duly executed as of September 12, 2013.

KEYBANK NATIONAL ASSOCIATION,
as administrative agent

By: Carla Lanning

Name: Carla Lanning

Title: SVIP

SCHEDULE A:
U.S. TRADEMARK REGISTRATIONS AND APPLICATION

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date/Number</u>
Dots, LLC	ALL THE TRENDS...NONE OF THE PRICES	2671893 1/7/2003
Dots, LLC	BOBBI GEE	1304292 11/6/1984
Dots, LLC	BOBBI GEE (Stylized) <i>bobbi gee</i>	1304293 11/6/1984
Dots, LLC	DOTS <i>dots</i>	3569718 2/3/2009
Dots, LLC	DOTS	2948673 5/10/2005
Dots, LLC	DOTS	2568849 5/14/2002
Dots, LLC	DOTS & Design <i>dots</i>	1502671 8/30/1988
Dots, LLC	DOTS.COM	2768884 9/30/2003
Dots, LLC	DOTS LOVE THE LOOKS. LOVE THE PRICES	3729867 12/22/2009
Dots, LLC	JOY TO THE GIRL	3163291 10/24/2006
Dots, LLC	LOVE THE LOOKS. DOTS.	3785217 5/4/2010
Dots, LLC	MKM	2748444 8/5/2003
Dots, LLC	MKM	2450264 5/8/2001
Dots, LLC	MKM	2051546 4/8/1997
Dots, LLC	R.A.G. & Design <i>r.a.g.</i>	2901881 11/9/2004
Dots, LLC	RAG & DESIGN <i>RAG</i>	2955189 5/24/2005
Dots, LLC	SEXY IN BLACK	3846251 9/7/2010
Retail Apparel Group, Inc.	RETAIL APPAREL GROUP <i>RETAIL APPAREL GROUP</i>	1601518 6/12/1990

<u>Name of Grantor</u>	<u>Trademark Application</u>	<u>Application Serial</u>
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{02159724.DOC;3 }

		Number/Filing Date
Dots, LLC	BLOOM BY DOTS	85158365 10/21/2010
Dots, LLC	MY LOVE	77796376 8/4/2009
Dots, LLC	MY LOVE U BY DOTS	85058032 6/9/2010
Dots, LLC	MY LOVE UNIVERSITY BY DOTS	85058030 6/9/2010
Dots, LLC	RAG	76505806 4/11/2003
Dots, LLC	SEXY IN BLACK	85158363 10/21/2010
Dots, LLC	STYLES & BEATS	85158873 10/22/2010
Dots, LLC	SWIRL	85158361 10/21/2010
Dots, LLC	LADY D	77842620 10/6/2009