

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRA 4905/0217		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
East West Bank		03/28/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Scrubs AC, Inc.		
Street Address:	24025 Park Sorrento		
Internal Address:	Suite 200		
City:	Calabasas		
State/Country:	CALIFORNIA		
Postal Code:	91302		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3781761		
Registration Number:	3781760		
Registration Number:	3781759		
Registration Number:	3781741	CARE WITH ALL YOUR HEART	
Registration Number:	3780130	ALLHEART	
Registration Number:	3775313	ALLHEART	
Registration Number:	3775311	ALLHEART	
Registration Number:	3319408	ALLHEART WORKWEAR	
Registration Number:	3319407	ALLHEART CHEFS	
Registration Number:	3284528	ALLHEARTKIDS	
Registration Number:	3040897	JASCO	
Registration Number:	2724370	ALLHEART	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
TRADEMARK			

CH \$315.00 3781761

Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 43816-3-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 06/11/2018

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 28, 2018 ("*Release*"), is made by **EAST WEST BANK**, a California banking corporation ("*Lender*"), in favor of **SCRUBS AC, INC.**, a Delaware corporation ("*Grantor*").

WHEREAS, pursuant to that certain Security Agreement dated as of November 20, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "*Security Agreement*") by and between the Grantor and Lender and the Trademark Security Agreement dated as of November 20, 2012 by and between the Grantor and Lender (the "*Trademark Security Agreement*"), Grantor granted to Lender a security interest in and to all of the present and future, right, title and interest of the Grantor in and to the trademarks listed in the Trademark Security Agreement, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof ("*Collateral*");

WHEREAS, the Trademark Security Agreement was submitted to the United States Patent and Trademark Office ("*USPTO*") and recorded November 21, 2012 in Reel 4905 at Frame 0217; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to the Lender.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Lender hereby

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

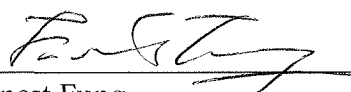
(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Lender hereby agrees to duly execute, acknowledge, procure and deliver to Grantor at Grantor's expense any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Collateral, Lender will execute and deliver to Grantor at Grantor's expense a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Lender:

EAST WEST BANK, a California banking corporation

By: 

Name: Ernest Fung

Title: Senior Vice President

[Signature page to Termination and Release of Security Interest in Trademarks - Scrubs]

TRADEMARK
REEL: 006351 FRAME: 0117

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by Scrubs AC, Inc.
in favor of East West Bank**

U.S. TRADEMARKS

Registration Number	Date of Registration	Type of Registration
3,781,761	April 27, 2010	Service Mark-Red Heart
3,781,760	April 27, 2010	Trademark-Red Heart
3,781,759	April 27, 2010	Trademark-Red Heart
3,781,741	April 27, 2010	Service Mark-Phrase
3,780,130	April 27, 2010	Trademark-ALLHEART
3,775,313	April 13, 2010	Trademark-Red Allheart logo
3,775,311	April 13, 2010	Trademark-Red Allheart logo
3,319,408	October 23, 2007	Service Mark-ALLHEART WORKWEAR
3,319,407	October 23, 2007	Service Mark-ALLHEART CHEFS
3,284,528	August 28, 2007	Service Mark- ALLHEARTKIDS
3,040,897	January 10, 2006	Trademark/Service mark- JASCO
2,724,370	June 10, 2003	Service Mark-ALLHEART

Schedule A

**U.S. Copyright Subject to Security Interest
Granted by Scrubs AC, Inc.
in favor of East West Bank**

U.S. Copyrights

Copyright Title	Registration Number	Registration Date
AllHeart.com TX 5-876-818	V3575 D791 P1-12	February 17, 2009
AllHeart.com VA 199-155	V3575 D791 P1-12	February 17, 2009

SCHEDULE A

Collateral in Possession of Lender

Certificate No. 1 for 1296.20 shares of Common Stock of Scrubs AC, Inc. registered in the name of Scrubs AC, LLC and related undated stock power executed in blank

Certificate No. 4 for 98 shares of Common Stock of Scrubs AC, Inc. registered in the name of Richard A. Pope and Lonette M. Pope as Trustees of The Richard and Lonette Pope Living Trust and related undated stock power executed in blank

Certificate No. 5 for 64 shares of Common Stock of Scrubs AC, Inc. registered in the name of Steven M. Sevrans and Ellen S. Sevrans, as Trustees of The Sevrans Living Trust dated September 29, 1980 and related undated stock power executed in blank