

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555278

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|--|
| Jefferies Finance LLC | | 12/27/2019 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | MYCOSKIE, LLC |
| Street Address: | 5404 Jandy Place |
| City: | Los Angeles |
| State/Country: | CALIFORNIA |
| Postal Code: | 90066 |
| Entity Type: | Limited Liability Company: CALIFORNIA |

PROPERTY NUMBERS Total: 25

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 3935329 | LOVE IS THE NEW BLACK |
| Registration Number: | 4602799 | ONE FOR ONE |
| Registration Number: | 4170419 | ONE FOR ONE |
| Registration Number: | 4204485 | ONE FOR ONE |
| Registration Number: | 4208986 | ONE FOR ONE |
| Registration Number: | 4307523 | ONE FOR ONE |
| Registration Number: | 4400105 | ONE FOR ONE |
| Registration Number: | 3937643 | STYLE YOUR SOLE |
| Registration Number: | 3353902 | TOMS |
| Registration Number: | 3566093 | TOMS |
| Registration Number: | 3662112 | TOMS |
| Registration Number: | 4097948 | TOMS |
| Registration Number: | 4192925 | TOMS |
| Registration Number: | 4313981 | TOMS |
| Registration Number: | 4410344 | TOMS |
| Registration Number: | 4602798 | TOMS |
| Registration Number: | 4602814 | TOMS |
| Registration Number: | 3765503 | TOMS |
| Registration Number: | 4274178 | TOMS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|------------------|
| Registration Number: | 4403205 | TOMS |
| Registration Number: | 4517359 | TOMS |
| Registration Number: | 4403201 | TOMS ONE FOR ONE |
| Serial Number: | 85944215 | |
| Serial Number: | 85944177 | |
| Serial Number: | 86123030 | |

CORRESPONDENCE DATA

Fax Number:

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.

Email: nalbano@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Nicole A. Albano

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 22762-001 |
| NAME OF SUBMITTER: | NICOLE A. ALBANO |
| SIGNATURE: | /Nicole A. Albano/ |
| DATE SIGNED: | 12/30/2019 |

Total Attachments: 5

- source=TOMS Trademark Release - Executed Version#page1.tif
- source=TOMS Trademark Release - Executed Version#page2.tif
- source=TOMS Trademark Release - Executed Version#page3.tif
- source=TOMS Trademark Release - Executed Version#page4.tif
- source=TOMS Trademark Release - Executed Version#page5.tif

EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of December 27, 2019 is made by Jefferies Finance LLC, in its capacity as collateral agent (referred to herein as the "Agent"), in favor of MYCOSKIE, LLC, a California limited liability company (the "Company"), pursuant to that certain Term Loan Security Agreement, dated as of October 31, 2014 (and as the same may be further amended or modified from time to time, the "Security Agreement"), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Security Agreement, the Company executed and delivered the Grant of Security Interests in Trademarks, dated as of October 31, 2014, in favor of the Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Company granted to the Agent for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under the Trademarks, including those set forth on Schedule A attached hereto, including the goodwill associated with such Trademarks (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "USPTO") on or around October 31, 2014, at Reel/Frame No. 5391/0952; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Security Agreements, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreements).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to record this Release with the USPTO. The Agent further agrees to execute and deliver to the Company any and all further documents and

instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

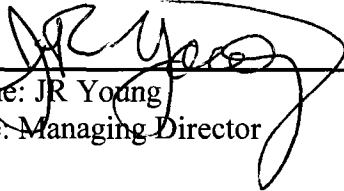
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.



Jefferies Finance LLC,
as Agent

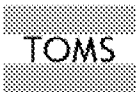


By: 
Name: JR Young
Title: Managing Director

SCHEDULE A



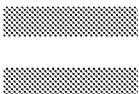
U.S. Trademark Applications and Registrations

Registrations –

| Credit Party – Owner | Trademark | Image | Registration Number (Application Number) | Registration Date |
|-----------------------------|--------------------------|---|---|------------------------------|
| MYCOSKIE, LLC | LOVE IS THE NEW BLACK | N/A | 3,935,329 (77/877,725) | 3/22/2011 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,602,799 (85/982,308) | 9/9/2014 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,170,419 (85/348,161) | 7/10/2012 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,204,485 (85/339,106) | 9/11/2012 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,208,986 (85/447,150) | 9/18/2012 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,307,523 (85/447,270) | 3/26/2013 |
| MYCOSKIE, LLC | ONE FOR ONE | N/A | 4,400,105 (85/845,010) | 9/10/2013 |
| MYCOSKIE, LLC | STYLE YOUR SOLE | N/A | 3,937,643 (85/094,061) | 3/29/2011 |
| MYCOSKIE, LLC | TOMS | N/A | 3,353,902 (78/816,215) | 12/11/2007 |
| MYCOSKIE, LLC | TOMS | N/A | 3,566,093 (78/980,827) | 1/20/2009 |
| MYCOSKIE, LLC | TOMS | N/A | 3,662,112 (78/981,138) | 6/28/2009 |
| MYCOSKIE, LLC | TOMS | N/A | 4,097,948 (85/189,009) | 2/14/2012 |
| MYCOSKIE, LLC | TOMS | N/A | 4,192,925 (85/338,976) | 8/21/2012 |
| MYCOSKIE, LLC | TOMS | N/A | 4,313,981 (85/446,584) | 4/2/2013 |
| MYCOSKIE, LLC | TOMS | N/A | 4,410,344 (85/829,961) | 10/1/2013 |
| MYCOSKIE, LLC | TOMS | N/A | 4,602/798 (85/982,306) | 9/9/2014 |
| MYCOSKIE, LLC | TOMS and Design |  | 4,602,814 (85/982,450) | 9/9/2014 |
| MYCOSKIE, LLC | TOMS and Design |  | 3,765,503 (78/831,855) | 3/23/2010 |

| Credit Party – Owner | Trademark | Image | Registration Number (Application Number) | Registration Date |
|----------------------|------------------|---|---|-------------------|
| MYCOSKIE, LLC | TOMS and Design |  | 4,274,178 (85/446,592) | 1/15/2013 |
| MYCOSKIE, LLC | TOMS and Design |  | 4,403,205 (85/845,080) | 9/17/2013 |
| MYCOSKIE, LLC | TOMS and Design |  | 4,517,359 (86/006,856) | 4/22/2014 |
| MYCOSKIE, LLC | TOMS ONE FOR ONE | N/A | 4,403,201 (85/845,015) | 9/17/2013 |

Applications –

| Credit Party – Owner | Trademark | Image | Application Number | Filing Date |
|-------------------------|-------------|---|--------------------|-------------|
| MYCOSKIE, LLC | Design Only |  | 85,944,215 | 5/28/2013 |
| MYCOSKIE, LLC | Design Only |  | 85/944,177 | 5/28/2013 |
| MYCOSKIE, LLC | Design Only |  | 86/123,030 | 11/19/2013 |