

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		01/06/2021	Banking Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)		
Street Address:	9800 De Soto Avenue		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Corporation: CALIFORNIA		
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: 73			
Property Type	Number	Word Mark	
Registration Number:	3349927	P.I.E.	
Registration Number:	3767912	SCRUBS	
Registration Number:	3134825	ANYWEARS	
Registration Number:	2352939	CHEROKEE	
Registration Number:	2159729	CLASSROOM	
Registration Number:	2345931	CLASSROOM	
Registration Number:	2774019	DBL	
Registration Number:	2339214	INSPIRED COMFORT	
Registration Number:	2293444	MEDMAN	
Registration Number:	3028307	R	
Registration Number:	2278251	ROCKERS	
Registration Number:	1242899	ROCKERS	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	1575088	ROCKERS FOR WALKERS
Registration Number:	2157323	SCRUB STAR
Registration Number:	2452877	STRONG ENOUGH TO CARE
Registration Number:	2419949	TOONIFORMS
Registration Number:	4211958	ANYWEAR
Registration Number:	4819419	BE SAFE. BE SMART. BE CERTAIN.
Registration Number:	4819421	BE SAFE. BE SMART. BE CERTAIN.
Registration Number:	4804855	CERTAINTY
Registration Number:	4791875	CERTAINTY
Registration Number:	4871572	CERTAINTY
Registration Number:	4890042	CERTAINTY PLUS
Registration Number:	4896245	CERTAINTY PLUS
Registration Number:	4335729	CHEROKEE LUXE
Registration Number:	4223050	CODE HAPPY
Registration Number:	4795495	CODE HAPPY
Registration Number:	4796797	CODE HAPPY
Registration Number:	4481687	CODE HAPPY STORE
Registration Number:	4223049	CORE STRETCH
Registration Number:	3891523	EDS
Registration Number:	4705158	EVOLUTION NXT
Registration Number:	4753472	FLEXIBLES
Registration Number:	3895600	GENFLEX
Registration Number:	4175852	HOSPITAL CRITTERZ
Registration Number:	3958143	HOSPITAL CRITTERZ
Registration Number:	4355330	I.D. SCRUBS
Registration Number:	4796230	INFINITY BY CHEROKEE
Registration Number:	4890331	NURSEONALITIES
Registration Number:	4890330	NURSEONALITY
Registration Number:	4415489	PERFECT STRETCH
Registration Number:	4275901	PRO FLEXIBLES
Registration Number:	4896218	REAL SCHOOL
Registration Number:	4318022	RUNWAY BY CHEROKEE
Registration Number:	4905475	SAPPHIRE SCRUBS
Registration Number:	4742732	SCRUB STAR PREMIUM SCRUBWEAR
Registration Number:	4795132	SCRUBSBEAT
Registration Number:	4151429	SOFTWORKS
Registration Number:	4214579	STRATEGIC MEDIA GROUP
Registration Number:	4740606	VITAL THREADS

Property Type	Number	Word Mark
Registration Number:	4262541	XTREME STRETCH
Registration Number:	3887787	
Registration Number:	4966094	CAREISMA
Serial Number:	86478949	EVOLUTION NXT
Registration Number:	5125230	ANYSOLES
Registration Number:	5092289	CROWN ARCH
Registration Number:	5065767	IFLEX
Registration Number:	4983920	INFINITY BY CHEROKEE
Serial Number:	87581269	CHEROKEE WORKWEAR
Serial Number:	87513422	INFINITY BY CHEROKEE
Registration Number:	5252234	IFLEX
Registration Number:	4823192	ALLHEART PROHEART
Registration Number:	4847025	ALLHEART PROHEART
Registration Number:	3780130	ALLHEART
Registration Number:	3781759	
Registration Number:	3781760	
Registration Number:	3781761	
Registration Number:	3781741	CARE WITH ALL YOUR HEART
Registration Number:	3775313	ALLHEART
Registration Number:	3775311	ALLHEART
Registration Number:	3456189	MYNURSINGUNIFORMS
Registration Number:	3319407	ALLHEART CHEFS
Registration Number:	2724370	ALLHEART

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 599788

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 01/07/2021

Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 6, 2021 (the “Effective Date”), is made by UBS AG, Stamford Branch, in its capacity as Administrative Agent and Collateral Agent (the “Agent”), in favor of Careismatic Brands, Inc. and Scrubs AC, Inc. (the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of June 30, 2016, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), each Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a (i) Trademark Security Agreement, dated as of June 30, 2016, (ii) Trademark Security Agreement, dated as of February 16, 2017, (iii) Supplement to Trademark Security Agreement, dated as of February 16, 2018 and (iv) Trademark Security Agreement, dated as of June 15, 2018 (collectively, the “Trademark Security Agreements”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreements were recorded with the United States Patent and Trademark Office on (i) July 1, 2016 at Reel/Frame 5826/0914, (ii) February 17, 2017 at Reel/Frame 5993/0164, (iii) February 16, 2018 at Reel/Frame 6275/0459 and (iv) June 18, 2018 at Reel/Frame 6355/0945, respectively;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under any of the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels each of the Trademark Security Agreements.

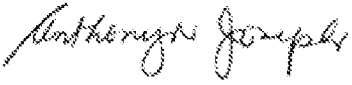
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by any Grantor, at such Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

6. Miscellaneous. This Release and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Release (each a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each party hereto agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such party to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of such party enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Agent and each other party of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. All Communications in the form of an Electronic Record shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

UBS AG, Stamford Branch, as Agent

By: 
Name: Anthony Joseph
Title: Associate Director

By: 
Name: Housseem Daly
Title: Associate Director

Release of Trademark Security Agreement recorded July 1, 2016 at Reel/Frame 5826/0914

Trademarks:

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
P.I.E.	3349927	12/04/2007	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
SCRUBS	3767912	03/30/2010	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
ANYWEARS	3134825	08/29/2006	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CHEROKEE	2352939	05/30/2000	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CLASSROOM	2159729	05/19/1998	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CLASSROOM	2345931	04/25/2000	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
DBL	2774019	10/14/2003	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
INSPIRED COMFORT	2339214	04/04/2000	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
MEDMAN	2293444	11/16/1999	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
R LOGO	3028307	12/13/2005	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
ROCKERS	2278251	09/14/1999	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
ROCKERS	1242899	06/21/1983	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
ROCKERS FOR WALKERS	1575088	01/02/1990	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
SCRUB STAR	2157323	05/12/1998	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
STRONG ENOUGH TO CARE	2452877	05/22/2001	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
TOONIFORMS	2419949	01/09/2001	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
ANYWEAR (STYLIZED)	4211958	09/25/2012	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
BE SAFE. BE SMART. BE CERTAIN.	4819419	09/22/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
BE SAFE. BE SMART. BE CERTAIN.	4819421	09/22/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CERTAINTY	4804855	09/01/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CERTAINTY	4791875	08/11/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CERTAINTY	4871572	12/15/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CERTAINTY PLUS	4890042	01/19/2016	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CERTAINTY PLUS	4896245	02/02/2016	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CHEROKEE LUXE	4335729	05/14/2013	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CODE HAPPY	4223050	10/09/2012	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CODE HAPPY	4795495	08/18/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CODE HAPPY	4796797	08/18/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CODE HAPPY STORE	4481687	02/11/2014	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CORE STRETCH	4223049	10/09/2012	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
EDS	3891523	12/14/2010	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
EVOLUTION NXT	4705158	03/17/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
FLEXIBLES	4753472	06/09/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
GENFLEX	3895600	12/21/2010	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
HOSPITAL CRITTERZ	4175852	07/17/2012	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
HOSPITAL CRITTERZ	3958143	05/10/2011	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
I.D. SCRUBS	4355330	06/18/2013	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
INFINITY BY CHEROKEE	4796230	08/18/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
NURSEONALITIES	4890331	01/19/2016	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
NURSEONALITY	4890330	01/19/2016	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
PERFECT STRETCH	4415489	10/08/2013	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
PRO FLEXIBLES	4275901	01/15/2013	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
REAL SCHOOL	4896218	02/02/2016	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
RUNWAY BY CHEROKEE	4318022	04/09/2013	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
SAPPHIRE SCRUBS	4905475	02/23/2016	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
SCRUB STAR PREMIUM SCRUBWEAR (STYLIZED)	4742732	05/26/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
SCRUBSBEAT	4795132	08/18/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
SOFTWORKS	4151429	05/29/2012	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
STRATEGIC MEDIA GROUP	4214579	09/25/2012	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
VITAL THREADS	4740606	05/19/2015	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
XTREME STRETCH (STYLIZED)	4262541	12/18/2012	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
Cherokee Studio Flower Design	3887787	12/7/2010	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
CAREISMA	86589869/ 4966094	04/07/2015 05/24/2016	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)
EVOLUTION NXT	86478949	12/12/2014	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)

Release of Trademark Security Agreement recorded February 17, 2017 at Reel/Frame
5993/0164

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)	ANYSOLES	86699510 07/21/2015	5125230 01/17/2017

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
2.	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)	CROWN ARCH	86702549 07/23/2015	5092289 11/29/2016
3.	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)	IFLEX	86813096 11/08/2015	5065767 10/18/2016
4.	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)	INFINITY BY CHEROKEE	86355896 08/03/2014	4983920 06/21/2016


Release of Trademark Security Agreement recorded February 16, 2018 at Reel/Frame
6275/0459






TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)	CHEROKEE WORKWEAR	87581269 08/23/2017	Pending
2.	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)	INFINITY BY CHEROKEE	87513422 06/30/2017	Pending
3.	Careismatic Brands, Inc. (f/k/a Strategic Partners, Inc.)	IFLEX	87053399 05/28/2016	5252234 07/25/2017

Release of Trademark Security Agreement recorded June 18, 2018 at Reel/Frame
6355/0945

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Scrubs AC, Inc.	ALLHEART PROHEART & Design 	86296480 5/30/2014	4823192 9/29/2015
2.		ALLHEART PROHEART	86291014 5/23/2014	4847025 11/3/2015

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
3.		ALLHEART	77689009 3/11/2009	3780130 4/27/2010
4.		Heart Logo 	77428737 3/21/2008	3781759 4/27/2010
5.		Heart Logo 	77428738 3/21/2008	3781760 4/27/2010
6.		Heart Logo 	77428758 3/21/2008	3781761 4/27/2010
7.		CARE WITH ALL YOUR HEART	77414197 3/5/2008	3781741 4/27/2010
8.		ALLHEART & Design 	77387769 2/4/2008	3775313 4/13/2010
9.		ALLHEART & Design 	77387024 2/1/2008	3775311 4/13/2010
10.		MYNURSINGUNIFORMS	76684207 11/20/2007	3456189 7/1/2008
11.		ALLHEART CHEFS	78329684 11/18/2003	3319407 10/23/2007
12.		ALLHEART	78154782 8/15/2002	2724370 6/10/2003