

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4203660

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

CONVEYING PARTY DATA

Name	Execution Date
GARRISON LOAN AGENCY SERVICES LLC	12/27/2016

RECEIVING PARTY DATA

Name:	JJ ACQUISITION, LLC
Street Address:	21350 LASSEN STREET
City:	CHATSWORTH
State/Country:	CALIFORNIA
Postal Code:	91311

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	7749178
Application Number:	11971835
Application Number:	29244443
Application Number:	11345456
Application Number:	11345455
Application Number:	11264204
Application Number:	12414515
Application Number:	29271063
Application Number:	12424352
Application Number:	29296379
Application Number:	12323871
Application Number:	29342531
Application Number:	29342528
Application Number:	29342534
Application Number:	12868498
PCT Number:	US2007002259
PCT Number:	US2005039529
PCT Number:	US2008050641
PCT Number:	US2010046656
Application Number:	13662098

PATENT

Property Type	Number
PCT Number:	US2012062273
Application Number:	29435707
Application Number:	13662143
PCT Number:	US2012062267
Application Number:	13662198
PCT Number:	US2012062160
Application Number:	29433657
Application Number:	29321083
Application Number:	29384605
Application Number:	29384606
Application Number:	29384608
Application Number:	29433659
Application Number:	29359063
Application Number:	29433660

CORRESPONDENCE DATA

Fax Number: (212)593-5955

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.

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ATTORNEY DOCKET NUMBER:	050319-0039
NAME OF SUBMITTER:	SCOTT KAREFF (050319-0039)
SIGNATURE:	/kc for sk/
DATE SIGNED:	12/28/2016

Total Attachments: 8

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RELEASE OF PATENT SECURITY INTEREST

This RELEASE OF PATENT SECURITY INTEREST (this "Release") dated as of December 27, 2016, is made by GARRISON LOAN AGENCY SERVICES LLC, as collateral agent for the Secured Parties (in such capacity, the "Agent"), in favor of JJ ACQUISITION, LLC (the "Grantor"). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of October 4, 2013 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Security Agreement"), by and among the Grantor, certain other grantors party thereto and the Agent and (ii) that certain Patent Security Agreement, dated as of February 19, 2014, made by and between the Grantor and the Agent (the "Patent Security Agreement" and, together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor have pledged and granted to the Agent a security interest in all of the right, title and interest of such Grantor in, to and under the Patent Collateral (as defined below);

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office at Reel 032308, Frame 0283 on February 20, 2014;

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the other Secured Parties may have in the Patent Collateral pursuant to the Security Agreements; and

WHEREAS, the Obligations are being repaid by the Borrower and the Collateral Agent desires to terminate and release its security interest in the Patent Collateral.

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

1. Release of Security Interest. Agent hereby terminates the Patent Security Agreement and terminates, releases and discharges its security interests in, and reassigns to the Grantor, all of the following (collectively, the "Patent Collateral"):

(a) (i) all of such Grantor's Patents and Patent Licenses, including without limitation those referred to on Schedule I hereto, (ii) reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, and (v) all rights to sue for past, present and future infringements thereof; and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. Reassignment. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Secured Party's right, title and interest in and to the Patent Collateral.

3. Filing of the Release. Agent hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Grantor or its designees, at Grantor's sole cost and expense.

4. Counterparts; Electronic Transmission. This Release may be executed and delivered by facsimile or other means of electronic transmission (including .pdf) and such transmission shall constitute an original for all purposes.

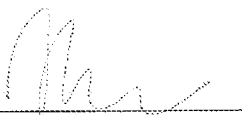
5. Further Assurances. Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor may reasonably request in order to confirm, effectuate or record this Release.

6. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without reference to its conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

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

GARRISON LOAN AGENCY SERVICES LLC
as Agent

By: 

Name: BRIAN CHASE
Title: CHIEF OPERATING OFFICER

**SCHEDULE I
TO
RELEASE OF PATENT SECURITY INTEREST**

JJ ACQUISITION, LLC

[See attached.]

Patents

UNITED STATES PATENTS:

Registrations:

See attached.

Applications:

See attached.

Licenses:

Patent Assignment and License Agreement between Jimmyjane, Inc. and LELO Inc., dated March 1, 2013, pursuant to which Jimmyjane, Inc. was granted a license to use the patents below, which license was assigned from Jimmyjane, Inc. to the Company pursuant to the Asset Purchase Agreement and a Patent Assignment, both dated February 19, 2014.

<u>Patent Title</u>	<u>Owner</u>	<u>Application No. / Filing Date</u>	<u>Patent No. / Issue Date</u>	<u>Country</u>	<u>Status</u>
Inductively Chargeable Massager	LELO, Inc.	11/344,987 02/01/2006	7,749,178	United States	Issued
Inductively Chargeable Massager	LELO, Inc.	11/971,835 01/09/2008	TBD	United States	Pending

OTHER PATENTS:

Registrations:

See attached.

Applications:

See attached.

Licenses:

Patent Assignment and License Agreement between Jimmyjane, Inc. and LELO Inc., dated March 1, 2013, pursuant to which Jimmyjane, Inc. was granted a license to use the patent below, which license was

assigned from Jimmyjane, Inc. to the Company pursuant to the Asset Purchase Agreement and a Patent Assignment, both dated February 19, 2014.

<u>Patent Title</u>	<u>Owner</u>	<u>Application No. / Filing Date</u>	<u>Patent No. / Issue Date</u>	<u>Country</u>	<u>Status</u>
Inductively chargeable massager	LELO, Inc.	JP2009525130 01/26/2007	TBD	Japan	Pending.

Title	Country	Serial #	Filed Date	Patent #	Issue Date
VIBRATING MASSAGER ASSEMBLY	EU	544531.0	6/8/2006	000544531-0001-0002	8/8/2006
VIBRATING MASSAGER ASSEMBLY	JP	2006-014993	6/9/2006	1301970	4/20/2007
VIBRATING MASSAGER ASSEMBLY	CA	116203.0	6/8/2006	116203	6/21/2007
VIBRATING MASSAGER ASSEMBLY	TW	95303229.0	6/9/2006	D120149	11/21/2007
VIBRATING MASSAGER ASSEMBLY	CN	200630131875.1	6/9/2006	ZL0630131875.1	12/12/2007
VIBRATING MASSAGER ASSEMBLY	AU	12513/2006	6/9/2006	310129	9/19/2006
MASSAGE APPLIANCE	KR	30-2006-21460	6/9/2006	30-0441511	2/20/2007
VIBRATING MASSAGER ASSEMBLY	US	29/244,443	12/9/2005	D574,504	8/5/2008
VIBRATING MASSAGER ASSEMBLY	EU	000544523-0001	6/8/2006	000544523-0001	8/16/2006
PERSONAL CARE DEVICE WITH ADVANCED FEATURES	WO	PCT/US07/02259	1/26/2007		
PERSONAL CARE DEVICE WITH ADVANCED FEATURES	EP	7762645.5	1/26/2007		
PERSONAL CARE DEVICE WITH ADVANCED FEATURES	JP	2008-553274	1/26/2007		
PERSONAL CARE DEVICE WITH ADVANCED FEATURES	CN	200780004386.1	1/26/2007	ZL200780004386.1	3/21/2012
PERSONAL CARE DEVICE WITH ADVANCED FEATURES	KR	2008-7019663	1/26/2007		
PERSONAL CARE DEVICE WITH ADVANCED FEATURES	HK	9107939.0	1/26/2007		
WIRELESS REMOTE CONTROL MASSAGER	US	11/345,456	2/1/2006	7,938,789	5/10/2011
NETWORKABLE PERSONAL CARE DEVICE	US	11/345,455	2/1/2006	7,815,582	10/19/2010
PERSONAL VIBRATOR WITH REPLACEABLE MOTOR	US	11/264,204	11/1/2005	7,510,537	3/31/2009
PERSONAL VIBRATOR WITH REPLACEABLE MOTOR	WO	PCT/US05/39529	11/1/2005		
PERSONAL VIBRATOR WITH REPLACEABLE MOTOR	EP	5846974.3	11/1/2005		
PERSONAL VIBRATOR WITH REPLACEABLE MOTOR	US	12/414,515	3/30/2009		
RECHARGEABLE PERSONAL MASSAGER	US	11/971,835	1/9/2008		
RECHARGEABLE PERSONAL MASSAGER	WO	PCT/US08/50641	1/9/2008		
RECHARGEABLE PERSONAL MASSAGER	EP	8705807.9	1/9/2008		
RECHARGEABLE PERSONAL MASSAGER	TW	97127321.0	7/18/2008		
RECHARGEABLE PERSONAL MASSAGER	CN	200880001921.2	1/9/2008	ZL200880001921.2	7/3/2013
RECHARGEABLE PERSONAL MASSAGER	HK	11101794.3	1/9/2008		
VIBRATING MASSAGER BASE	US	29/271,063	1/9/2007	D569,006	5/13/2008
GAME AND RELATED KITS	US	12/424,352	4/15/2009		
MASSAGE DEVICE	US	29/296,379	10/18/2007	D630,760	1/11/2011
INTERACTIVE BOTTLE GAME	US	12/323,871	11/26/2008	7,918,454	4/5/2011
MASSAGE DEVICE	US	29/342,531	8/26/2009	D631,973	2/1/2011
MASSAGE DEVICE	US	29/342,528	8/26/2009	D631,972	2/1/2011
MASSAGE DEVICE	US	29/342,534	8/26/2009	D631,974	2/1/2011
MASSAGE DEVICE WITH FLEXIBLE SUBSTRUCTURE	US	12/868,498	8/25/2010		
MASSAGE DEVICE WITH FLEXIBLE SUBSTRUCTURE	WO	PCT/US10/46656	8/25/2010		
MASSAGE DEVICE WITH FLEXIBLE SUBSTRUCTURE	EP	10814279.5	8/25/2010		
MASSAGE DEVICE WITH FLEXIBLE SUBSTRUCTURE	JP	2012-526943	8/25/2010		

MASSAGE DEVICE WITH FLEXIBLE SUBSTRUCTURE	CN	201080048517.8	8/25/2010			
MASSAGE DEVICE WITH FLEXIBLE SUBSTRUCTURE SYSTEMS, DEVICES, AND METHODS FOR PERSONAL MASSAGE	KR	2012-7007667	8/25/2010			
MASSAGE SYSTEMS, DEVICES, AND METHODS FOR PERSONAL MASSAGE	US	13/662,098	10/26/2012			
MASSAGE SYSTEMS, DEVICES, AND METHODS FOR PERSONAL MASSAGE	WO	PCT/US12/62273	10/26/2012			
PERSONAL MASSAGER ASSEMBLY	EU	1369847.0	4/25/2013	0013699847/0001-0003		7/22/2013
PERSONAL MASSAGER ASSEMBLY	JP	2013-009376	4/25/2013			
PERSONAL MASSAGER ASSEMBLY	CN	201330160114.9	4/25/2013			
PERSONAL MASSAGER ASSEMBLY	KR	30-2013-0021951	4/25/2013			
PERSONAL MASSAGER ASSEMBLY	US	29/435,707	10/26/2012			
MODULAR MASSAGER SYSTEMS AND DEVICES	US	13/662,143	10/26/2012			
MODULAR MASSAGER SYSTEMS AND DEVICES	WO	PCT/US12/62267	10/26/2012			
VIBRATORY ASSEMBLY FOR ARTICULATING MEMBERS	US	13/662,198	10/26/2012			
VIBRATORY ASSEMBLY FOR ARTICULATING MEMBERS	WO	PCT/US12/62160	10/26/2012			
COMPACT VIBRATORY MASSAGING DEVICE	EU	1367098.0	4/2/2013	001367098-0001		7/19/2013
MASSAGING DEVICE	JP	2013-007199	3/29/2013			
VIBRATORY MASSAGING DEVICE	CN	201330117159.8	4/2/2013			
COMPACT VIBRATORY MASSAGING DEVICE	KR	30-2013-0016423	4/1/2013			
COMPACT VIBRATORY MASSAGING DEVICE	US	29/433,657	10/2/2012			
VIBRATING MASSAGER ASSEMBLY	US	29/321,083	7/10/2008	D613,417		4/6/2010
PERSONAL CARE DEVICE WITH ADVANCED FEATURES	JP	2012-223456	1/26/2007			
PERSONAL CARE DEVICE WITH ADVANCED FEATURES	CN	201210018138.5	1/11/2012			
MASSAGE DEVICE	US	29/384,605	2/1/2011	D657,884		4/17/2012
MASSAGE DEVICE	US	29/384,606	2/1/2011	D657,066		4/3/2012
MASSAGE DEVICE	US	29/384,608	2/1/2011	D657,885		4/17/2012
MASSAGING SLEEVE	EU	1367098.0	4/2/2013	001367098-0002		7/19/2013
MASSAGING SLEEVE	JP	2013-007204	3/29/2013			
MASSAGING SLEEVE	CN	201330117160.0	4/2/2013			
MASSAGING SLEEVE	KR	30-2013-0016430	4/2/2013			
MASSAGING SLEEVE	US	29/433,659	10/2/2012			
VIBRATING MASSAGER ASSEMBLY	US	29/359,063	4/5/2010	D637,308		5/3/2011
PERSONAL CARE DEVICE WITH ADVANCED FEATURES	CN	201210018131.3	1/11/2012			
MASSAGE DEVICE	EU	919626.0	4/15/2008	000919626-0001/0002		5/15/2008
PERSONAL MASSAGER ASSEMBLY	EU	1367098.0	4/2/2013	001367098-0003		7/19/2013
PERSONAL MASSAGER ASSEMBLY	US	29/433,660	10/2/2012			
INDUCTIVELY CHARGEABLE MASSAGER	US	11/344,987	2/1/2006	7,749,178		7/6/2010

PATENT