

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359454

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		10/14/2015	Bank: NEW YORK

RECEIVING PARTY DATA

Name:	FullBeauty Brands, L.P.
Street Address:	2300 Southeastern Avenue
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46201
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	Jessica London, Inc., a Delaware Corporation
Street Address:	2300 Southeastern Avenue
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46201
Entity Type:	CORPORATION: DELAWARE
Name:	Swimsuits For All, LLC, a Delaware Limited Liability Corporation
Street Address:	2 Industrial Drive
City:	Keyport
State/Country:	NEW JERSEY
Postal Code:	07735
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	86454963	BRYLANEHOME MAKING HOMES BEAUTIFUL
Serial Number:	86435053	FULLBEAUTY ACTIVE
Serial Number:	86501383	FULLBEAUTY BRANDS
Serial Number:	86435082	FULLBEAUTY PERFORMANCE
Serial Number:	86435068	FULLBEAUTY SPORT
Serial Number:	86447934	FULLBEAUTY.COM
Serial Number:	86454950	MOVE BEAUTIFULLY

OP \$390.00 86454963

Property Type	Number	Word Mark
Serial Number:	86546864	SECRET SOLUTIONS
Serial Number:	86480203	
Serial Number:	86542995	ULTRASMOOTH
Serial Number:	86310474	TRULY FLAWLESS
Registration Number:	2774185	AQUABELLA
Registration Number:	4641375	SEXY AT EVERY CURVE
Serial Number:	86508043	LIFE IS BETTER IN A SWIMSUIT
Serial Number:	86252586	IT'S BETTER IN A SWIMSUIT

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: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/21/2015

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Goldman Sachs Bank USA

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Bank _____

Citizenship (see guidelines) USA-NY

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 14, 2015

- Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FullBeauty Brands, L.P.

Street Address: 2300 Southeastern Avenue

City: Indianapolis

State: IN

Country: USA Zip: 46201

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship USA-DE
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 14, 2015
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Jessica London, Inc., a Delaware Corporation
2300 Southeastern Avenue
Indianapolis, IN 46201
Citizenship – USA – DE

Swimsuits for All, LLC, a Delaware Limited Liability Corporation
2 Industrial Drive
Keyport, NJ 07735
Citizenship – USA – DE

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of October 14, 2015, is made by Goldman Sachs Bank USA as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of FullBeauty Brands, L.P., Jessica London, Inc. and Swimsuits for All, LLC (collectively, the "Grantors" and each individually, a "Grantor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Pledge and Security Agreement (as defined below). For the purposes of this Termination, "Trademark Collateral" shall have the meaning assigned to such term in the Trademark Security Agreement (as defined below) and shall include, without limitation, those registrations and applications set forth on Schedule A hereto.

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of March 24, 2015 (the "Trademark Security Agreement") executed by the Grantors in favor of the Collateral Agent, the Grantor granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the security interest in the Trademark Collateral granted by the Grantors to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on March 24, 2015, at Reel 5484 and Frame 0744; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantor secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantor's right, title and interest in, to and under the Trademark Collateral and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademark Collateral to the Grantors.


2. The Collateral Agent, without representation, recourse or warranty of any kind, authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 
Name: _____
Title: Authorized Signatory

Gabriel Jacobson
Authorized Signatory

Schedule A
to
Termination of Security Interest in Trademarks
TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner: FullBeauty Brands, L.P.

Trademark/Image	Registration No.	Registration Date
BRYLANEHOME MAKING HOMES BEAUTIFUL™ (Pending)	86454963	11-NOV-2014
FULLBEAUTY ACTIVE™	86435053	27-OCT-2014
FULLBEAUTY BRANDS™	86501383	12-JAN-2015
FULLBEAUTY PERFORMANCE™	86435082	27-OCT-2014
FULLBEAUTY SPORT™	86435068	27-OCT-2014
FULLBEAUTY.COM™	86447934	7-NOV-2014
MOVE BEAUTIFULLY™	86454950	14-NOV-2014
SECRET SOLUTIONS (plain word)	86546864	26-FEB-2015
“Starlight” Logo	86480203	15-DEC-2014

ULTRA SMOOTH™	86542995	23-FEB-2015
WOMAN WITHIN®	1242912	11-OCT-2011
BOULDER CREEK®	13.29691	5-APR-2013
COMFORT CHOICE®	13.29686	5-APR-2013
DENIM 24/7®	13.29689	5-APR-2013
KNOCKAROUNDS®	13.29692	5-APR-2013
ONLY NECESSITIES®	13.29690	5-APR-2013
ROAMAN'S®	13.29694	5-APR-2013
SECRET SOLUTIONS BY COMFORT CHOICE®	13.29688	5-APR-2013
SECRET SOLUTIONS®	13.29687	5-APR-2013
WOMAN WITHIN®	13.29759	5-APR-2013

COMFORT CHOICE®	509723	22-FEB-2013
DENIM 24/7™	2013712548	15-APR-2013
ONESTOPPLUS®	480780	20-FEB-2012
SECRET SOLUTIONS BY COMFORT CHOICE®	514779	25-FEB-2013
SECRET SOLUTIONS®	511852	25-FEB-2013
WOMAN WITHIN®	515963	25-FEB-2013

Owner: Jessica London, Inc.

Trademark/Image	Registration No.	Registration Date
TRULY FLAWLESS™	86310474	16-JUN-2014

Owner: Swimsuits for All, LLC

Trademark/Image	App. No.	App. Date	Registration No.	Registration Date
Aquabella	78975106	05-MAR-2002	2774185	14-OCT-2003
Sexy At Every Curve	86322749	27-JUN-2014	4641375	18-NOV-2014
Life Is Better In A Swimsuit	86508043	20-JAN-2015		
It's Better In A Swimsuit	86252586	15-APR-2014		