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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM445287

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OPUS BANK		08/02/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	BURKE WILLIAMS, INC.	
Street Address:	8927 LINDBLADE STREET	
City:	CULVER CITY	
State/Country:	CALIFORNIA	
Postal Code:	90232	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3144488	BURKE WILLIAMS
Registration Number:	4285593	BEYOND THE SPA
Registration Number:	3198177	H2V

CORRESPONDENCE DATA

Fax Number: 8585506420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com **Correspondent Name:** JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329735-101 BW
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	09/30/2017

Total Attachments: 3

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RELEASE OF TRADEMARK SECURITY INTEREST AGREEMENT

WHEREAS, Burke Williams, Inc. ("Grantor") entered into that certain Trademark Security Agreement dated March 30, 2016 ("Security Agreement") in favor. of OPUS BANK in its capacity as creditor under that certain Credit Agreement dated as of March 30, 2016 ("Secured Party"), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on 03/30/2016 at reel/frame no. 5761/0385;

WHEREAS, pursuant to that Security Agreement, Grantor granted to Secured Party a security interest in all of Grantor's then existing or thereafter acquired right, title and interest in and to the Trademark Collateral as therein defined:

WHEREAS, the Secured Party desires now to release its security interest in Grantor's Trademark Collateral:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party does hereby:

- (i) release its security interest in all of Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those referred to on Schedule 1;
- (ii) release its security interest in all goodwill of the business comlected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License, including those referred to on Schedule 1;
- (iii) release its security interest in all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Secured Party against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive damages, (ii) injury to goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;
- (iv) discharge, quit claim, waive, and relinquish to Grantor, any and all right, title and interest it has in and to the foregoing;
 - (v) restore all such right, title and interest in and to Grantor in the foregoing; and,
- (v) dissolve any all liens and encumbrances respecting Grantor's Trademarks and Trademark Intellectual Property Licenses including those referred to on Schedule 1.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer hereunto duly authorized as of the day and year signed below.

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SECURED PARTY:
OPUS BANK, a California commercial bank
By: ////////////////////////////////////
Name: Susan Berge
Title :VP, Loan Service Manager
Date:8/2/17

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Burke Williams, Inc.	United States	BURKE WILLIAMS	3,144,488	Sep. 19, 2006
Burke Williams, Inc.	United States	BEYOND THE SPA	4,285,593	Feb. 05, 2013
Hunter Vaughan, LLC	United States	H ₂ V	3,198,177	Jan. 16, 2007

Schedule I to Trademark Security Agreement

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RECORDED: 09/30/2017