

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Capital II-QP, L.P.		09/30/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Hudson Clothing Holdings, Inc.		
Street Address:	6409 Gayhart Street		
City:	Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3385499	HUDSON	
Registration Number:	3273129	HUDSON	
CORRESPONDENCE DATA			
Fax Number:	2149649501		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214.964.9462		
Email:	sarah.ochsankehl@hkllaw.com		
Correspondent Name:	Sarah A. Ochsankehl		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	300 Crescent Court, Suite 1100		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	113658.00018/MADREWS		
NAME OF SUBMITTER:	Sarah Ochsankehl		

OP \$65.00 3385499

Signature:	/Sarah Ochsankehl/
Date:	10/07/2013
Total Attachments: 5 source=Webster Capital Payoff Letter No 2#page1.tif source=Webster Capital Payoff Letter No 2#page2.tif source=Webster Capital Payoff Letter No 2#page3.tif source=Webster Capital Payoff Letter No 2#page4.tif source=Webster Capital Payoff Letter No 2#page5.tif	

## PAYOFF LETTER

September 30, 2013

Hudson Clothing Holdings, Inc.  
6409 Gayhart Street  
Commerce, CA 90040  
Attention: Peter Kim

Ladies and Gentlemen:

Reference is hereby made to that certain 15% Promissory Note, dated as of March 24, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "15% Note"), by and among Hudson Clothing Holdings, Inc. (the "Borrower"), Hudson Clothing LLC (the "Guarantor") and Webster Capital II, L.P. (the "Lender") and that certain 12% Senior Subordinated Promissory Note, dated as of March 22, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "12% Note" and together with the 15% Note, the "Notes"), by and among Hudson, the Borrower, the Guarantor and the Lender. All capitalized terms used herein that are defined in the Notes and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Notes.

This letter confirms that, upon receipt by the Lender by wire transfer of the Payoff Amount (together with any applicable Per Diem Amount; both as defined below) in freely and immediately available funds to:

Bank: Boston Private Bank  
ABA #: 011002343  
Account #: 4076218  
Account Name: Webster Capital II LP

(the "Payment Account"), the amount necessary to pay all principal, interest and fees owing by the Borrower to the Lender under the Notes (the "Payoff Amount") will have been paid in full.

The Payoff Amount is \$10,910,090.45 through and until 5:00 p.m., Los Angeles time ("Payoff Time"), on September 30, 2013 ("Payoff Date"). If the Lender does not receive funds in an amount sufficient to repay the Payoff Amount by the Payoff Time on the Payoff Date, additional interest shall accrue and be payable in the amount of U.S. \$3,593.40 per day (the "Per Diem Amount") for each day after the Payoff Date until the Payoff Amount is paid in full.

This letter confirms that upon, and effective as of, the time of receipt by the Lender of the Payoff Amount (together with any applicable Per Diem Amount) in the manner described above (the "Effective Time"):

(i) all indebtedness of the Borrower for credit extended under the Notes shall be fully paid and discharged;

(ii) all security interests and other liens granted to or held by the Lender as security for such indebtedness (if any), including, without limitation, the security interest recorded with the US Patent and Trademark Office against trademark registration numbers 3,385,499 and 3,273,129, shall be fully satisfied, released and discharged;

(iii) all guarantee obligations of the Guarantor under the Notes shall be terminated;

(iv) all other obligations of the Borrower and Guarantor under the Notes or any of the other Transaction Documents related to the 12% Note shall be fully satisfied, released and discharged, except for such provisions specified in the Notes or any of the other Transaction Documents related to the 12% Note as surviving that respective agreement's termination, which shall, as so specified, survive without prejudice and remain in full force and effect; and

(v) all Transaction Documents shall terminate and have no further force or effect, except for such other provisions that are specified in the 12% Note or any of the other Transaction Documents as surviving that respective agreement's termination or the repayment of the amounts payable under the 12% Note or any of such other Transaction Documents. Such provisions shall, in each case, as so specified, survive without prejudice and remain in full force and effect.

Upon the receipt of the Payoff Amount by the Lender, the Lender shall at the sole cost and expense of the Borrower, (a) deliver to the Borrower (or to such other person as the Borrower may instruct) executed instruments of release and discharge (which shall be prepared by the Borrower) pertaining to the security interests and liens described in clause (ii) above of the Lender in any of the property, real or personal, of the Borrower or Guarantor as the Borrower may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and liens, including, without limitation, the security interest recorded with the US Patent and Trademark Office against trademark registration numbers 3,385,499 and 3,273,129, in each case to the extent securing the obligations and (b) deliver to the Borrower (or to such other person as the Borrower may instruct) any possessory collateral held by the Lender. In addition, the Lender hereby authorizes the Borrower, the Borrower's lenders and any designee of the Borrower or the Borrower's lenders (including any legal advisors), from and after the Effective Time, to file (i) all UCC-3 termination statements for any UCC financing statements naming the Borrower or Guarantor as debtor relating to the liens securing the obligations under the Notes as are necessary to effectuate, or reflect of public record, the release and discharge of such security interests and liens to the extent securing the obligations and (ii) such other filings and notifications and to take other actions as reasonably necessary to effectuate the purposes hereof.

**THIS PAYOFF LETTER SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND GOVERNED BY THE**

**LAWS OF THE STATE OF NEW YORK AND, AS APPLICABLE, THE BANKRUPTCY CODE.**

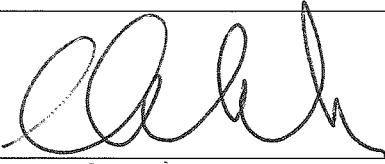
No party may assign its rights, duties or obligations under this Payoff Letter without the prior written consent of the other parties.

This Payoff Letter may be executed in one or more counterparts and shall become effective only when signed by the Lender and accepted by the Borrower and the Guarantor in the space provided below. Delivery of an executed signature page of this Payoff Letter by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

*[Signature Pages to Follow]*

Very truly yours,

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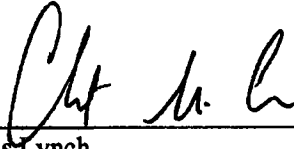
By: 

Name: Charles E. Larson

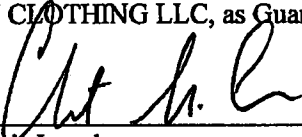
Title: General Partner  
Webster Capital

**Accepted and Agreed to:**

HUDSON CLOTHING HOLDINGS, INC., as the  
Borrower

By:   
Name: Chris Lynch  
Title: CFO and Secretary

HUDSON CLOTHING LLC, as Guarantor

By:   
Name: Chris Lynch  
Title: CFO and Secretary

[Signature Page -- Payoff Letter]