

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM312447

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks recorded at R/F: 3731/0173

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The CIT Group/Commercial Services, Inc.		07/21/2014	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	James Perse Enterprises, Inc.
<b>Street Address:</b>	7373 Flores Street
<b>City:</b>	Downey
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90242
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3182953	BABY JAMES JAMES PERSE
<b>Registration Number:</b>	3183015	JAMES PERSE
<b>Registration Number:</b>	3537429	JAMES PERSE
<b>Registration Number:</b>	3540598	JAMES PERSE
<b>Registration Number:</b>	3616400	JAMES PERSE
<b>Registration Number:</b>	2214520	JAMES PERSE
<b>Registration Number:</b>	3183034	JAMES PERSE LOS ANGELES
<b>Registration Number:</b>	3068106	JP
<b>Registration Number:</b>	2288500	JP CLASSICS
<b>Registration Number:</b>	3182952	STANDARD JAMES PERSE
<b>Serial Number:</b>	77595485	JAMES PERSE
<b>Serial Number:</b>	77595488	JAMES PERSE
<b>Serial Number:</b>	76591651	JAMES PERSE
<b>Serial Number:</b>	78681951	JAMES PERSE HOME
<b>Serial Number:</b>	76591652	JAMES PERSE
<b>Serial Number:</b>	76591650	JAMES PERSE
<b>Serial Number:</b>	76591653	JAMES PERSE
<b>Serial Number:</b>	78681958	JAMES PERSE HOME
<b>Serial Number:</b>	78681955	JAMES PERSE HOME

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78684446	JAMES
<b>CORRESPONDENCE DATA</b>		
Fax Number:	2127514864	
	<i>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.</i>	
Phone:	212-906-1200	
Email:	angela.amaru@lw.com	
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru	
Address Line 1:	885 Third Avenue	
Address Line 2:	Suite 1000	
Address Line 4:	New York, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	047049-0006	
NAME OF SUBMITTER:	Angela M. Amaru	
SIGNATURE:	/s/ Angela M. Amaru	
DATE SIGNED:	07/31/2014	
<b>Total Attachments: 4</b>		
source=James Perse - Trademark Release (CIT) (EXECUTED)(6473072_5_NY)#page1.tif		
source=James Perse - Trademark Release (CIT) (EXECUTED)(6473072_5_NY)#page2.tif		
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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made as of July 21, 2014 ("Effective Date") by The CIT Group/Commercial Services, Inc., a New York corporation, with its principal place of business at 300 South Grand Avenue, Los Angeles, CA 90071 ("CIT") for the benefit of James Perse Enterprises, Inc., a California corporation, with its principal place of business at 7373 Flores Street, Downey, CA 90242 (the "Company"). Capitalized terms used herein and defined in the Term Note shall have the meanings set forth therein unless otherwise specifically defined therein.

WHEREAS, the Company executed and delivered to CIT an Amended and Restated Term Promissory Note and Loan Agreement, dated as of February 21, 2008 (as the same may be amended, restated, modified or supplemented from time to time, the "Term Note"), pursuant to which CIT made a certain term loan to the Company, and the Company agreed to grant to CIT, as collateral security therefor, a security interest in certain of the Company's assets, including, without limitation, its trademarks, trademark applications and/or registrations;

WHEREAS, pursuant to the terms and conditions of that certain Grant of Security Interest in Patents, Trademarks and Licenses, dated as of February 21, 2008 (the "Security Agreement") by and between the Company and CIT, the Company, to secure the payment of all indebtedness, obligations and liabilities which were then or thereafter owed by the Company to CIT arising out of, or incurred in connection with the Agreement or the Term Note (collectively, the "Secured Obligations"), granted to CIT a security interest in all of the Company's right, title and interest in and to all of the following described property, whether then owned or thereafter acquired (collectively, the "Intellectual Property Collateral"):

- (a) patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (collectively, the "Patent Collateral");
- (b) trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including without limitation, the trademarks and applications, if any, listed on Schedule A attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments then due or thereafter due and/or payable in connection therewith, including, without limitation, damages and payments for past or future infringements thereof (collectively, the "Trademark Collateral");
- (c) any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule A attached hereto and made a part hereof (collectively, the "License Collateral");
- (d) the goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral;

- (e) any and all of the Company's rights and interests in any of the foregoing as they relate to the Company's accounts, inventory, equipment and general intangibles, or any collateral bearing any of the foregoing, including without limitation the right to sell inventory, goods and property bearing or covered by any of the foregoing Intellectual Property; and
- (f) all cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

WHEREAS, the Security Agreement was executed by the Company and was previously filed for record in the United States Patent and Trademark Office ("USPTO") on March 4, 2008 at Trademark Reel No. 3731, Frame No. 0173; and

WHEREAS, CIT acknowledges full performance of the Secured Obligations (as defined in the Security Agreement), and accordingly CIT has agreed to release the grant of its security interest in all of the right, title, and interest of the Company in the Pledged Trademark Collateral, and to reconvey any and all rights in the Pledged Trademark Collateral to the Company;


NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CIT hereby releases, relinquishes and discharges all of its continuing security interest in all the Company's right, title or interest in the Pledged Trademark Collateral, and re-assigns to the Company any and all right, title or interest it may have in such Pledged Trademark Collateral, all without warranty and representation of any kind.

CIT hereby authorizes the Company or the Company's authorized representatives to record this Release with the USPTO and/or any other applicable governmental office or agency. CIT agrees to execute and deliver to the Company all other instruments and other documents as may be necessary or proper to effectuate and evidence the release of the security interest in the Pledged Trademark Collateral which had been granted under the Security Agreement.

*[Signature page immediately follows.]*

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

THE CIT GROUP/COMMERCIAL SERVICES,  
INC.

By:   
Name: ART DUG  
Title: VP

SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
BABY JAMES JAMES PERSE	78657420 6/23/2005	3182953 12/12/2006	REGISTERED	James Perse Enterprises, Inc.
JAMES PERSE	77595485 10/17/2008	---	PENDING	James Perse Enterprises, Inc.
JAMES PERSE	77595488 10/17/2008	---	PENDING	James Perse Enterprises, Inc.
JAMES PERSE	76591651 5/12/2004	---	PENDING	James Perse Enterprises, Inc.
JAMES PERSE HOME	78681951 7/25/2005	---	PENDING	James Perse Enterprises, Inc.
JAMES PERSE	76591652 5/12/2004	---	PENDING	James Perse Enterprises, Inc.
JAMES PERSE	76591650 5/12/2004	---	PENDING	James Perse Enterprises, Inc.
JAMES PERSE	76591653 5/12/2004	---	PENDING	James Perse Enterprises, Inc.
JAMES PERSE HOME	78681958 7/29/2005	---	PENDING	James Perse Enterprises, Inc.
JAMES PERSE HOME	78681955 7/29/2005	---	PENDING	James Perse Enterprises, Inc.
JAMES	78684446 8/3/2005	---	PENDING	James Perse Enterprises, Inc.
JAMES PERSE	78670684 7/14/2005	3183015 12/12/2006	REGISTERED	James Perse Enterprises, Inc.
JAMES PERSE	76591656 5/12/2004	3537429 11/25/2008	REGISTERED	James Perse Enterprises, Inc.
JAMES PERSE	76591655 5/12/2004	3540598 12/2/2008	REGISTERED	James Perse Enterprises, Inc.
JAMES PERSE	76591654 5/12/2004	3616400 5/5/2009	REGISTERED	James Perse Enterprises, Inc.
JAMES PERSE	75387050 11/10/1997	2214520 12/29/1998	REGISTERED RENEWED	James Perse Enterprises, Inc.
JAMES PERSE LOS ANGELES	78673878 7/19/2005	3183034 12/12/2006	REGISTERED	James Perse Enterprises, Inc.
JP	78592887 3/22/2005	3068106 3/14/2006	REGISTERED	James Perse Enterprises, Inc.
JP CLASSICS	75386990 11/10/1997	2288500 10/26/1999	REGISTERED RENEWED	James Perse Enterprises, Inc.
STANDARD JAMES PERSE	78657419 6/23/2005	3182952 12/12/2006	REGISTERED	James Perse Enterprises, Inc.