# OP \$465.00 0657151

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM331389

| SUBMISSION TYPE:      | NEW ASSIGNMENT  |
|-----------------------|---|
| NATURE OF CONVEYANCE: | Release of Security Interest recorded on April 11, 2013 at Reel/Frame 5002/0623 |

# **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type                               |
|--|----------|----------------|---|
| Barclays Bank PLC, as collateral agent for the Secured Parties |          | 11/04/2013     | Public Limited Company:<br>UNITED KINGDOM |

## **RECEIVING PARTY DATA**

| Name:           | PVH Corp.             |
|-----------------|-----------------------|
| Street Address: | 200 Madison Avenue    |
| City:           | New York              |
| State/Country:  | NEW YORK              |
| Postal Code:    | 10016                 |
| Entity Type:    | CORPORATION: DELAWARE |

## **PROPERTY NUMBERS Total: 18**

| Property Type        | Number  | Word Mark                                |  |
|----------------------|---------|--|--|
| Registration Number: | 0657151 | WEEJUNS                                  |  |
| Registration Number: | 1231925 | BASS                                     |  |
| Registration Number: | 1432487 | G.H. BASS                                |  |
| Registration Number: | 1508361 | BASS                                     |  |
| Registration Number: | 1573531 | SUNJUNS                                  |  |
| Registration Number: | 1637659 | BASS                                     |  |
| Registration Number: | 1645313 | BASS THE LOOK THAT NEVER WEARS OUT G.H.B |  |
| Registration Number: | 2249226 | G.H. BASS & CO.                          |  |
| Registration Number: | 2580532 | G.H. BASS & CO.                          |  |
| Registration Number: | 2590122 | BASS                                     |  |
| Registration Number: | 2637861 | G.H. BASS & CO.                          |  |
| Registration Number: | 2682644 | G. H. BASS                               |  |
| Registration Number: | 2742894 | G.H. BASS & CO.                          |  |
| Registration Number: | 3172087 | BASS AMERICA G.H. BASS & COMPANY         |  |
| Registration Number: | 3223425 | BASS BODY + SOUL G.H. BASS & CO. SINCE 1 |  |
| Registration Number: | 3419753 | BASS AMERICAN JEANS G.H. BASS & COMPANY  |  |
| Registration Number: | 3439266 | CUSHION STEP                             |  |
|                      |         |  |  |

TRADEMARK REEL: 005454 FRAME: 0967

900315028

| Property Type        | Number  | Word Mark     |
|----------------------|---------|---------------|
| Registration Number: | 3697092 | GH BASS EARTH |

### **CORRESPONDENCE DATA**

**Fax Number:** 2148558200

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:** 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Linda M. Merritt

Address Line 1: 2200 Ross Avenue, Suite 3600
Address Line 2: Norton Rose Fulbright US LLP
Address Line 4: Dallas, TEXAS 75201-7932

| ATTORNEY DOCKET NUMBER: | PROJECT PENNY    |
|-------------------------|------------------|
| NAME OF SUBMITTER:      | Chris Andersen   |
| SIGNATURE:              | /chris andersen/ |
| DATE SIGNED:            | 02/06/2015       |

## **Total Attachments: 4**

source=Executed Release of Security Interest in Trademarks (US)#page1.tif source=Executed Release of Security Interest in Trademarks (US)#page2.tif source=Executed Release of Security Interest in Trademarks (US)#page3.tif source=Executed Release of Security Interest in Trademarks (US)#page4.tif

### **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the "<u>Release</u>") is made as of November 4, 2013 by BARCLAYS BANK PLC, as collateral agent for the Secured Parties (and, to the extent provided in Section 7.1 of the Pledge and Security Agreement (as defined below), the Debenture Trustee on behalf of the 2023 Debentures Holders) (in such capacity, together with its successors and permitted assigns, the "<u>Collateral Agent</u>") in favor of PVH Corp., a Delaware corporation (the "<u>Grantor</u>"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

**WHEREAS,** the Grantor executed and delivered to the Collateral Agent a U.S. Pledge and Security Agreement dated as of February 13, 2013 (the "<u>Pledge and Security Agreement</u>");

WHEREAS, pursuant to the terms and conditions of (i) the Pledge and Security Agreement and (ii) that certain Trademark Security Agreement executed by the Grantor in favor of the Collateral Agent dated as of February 13, 2013 (the "<u>Trademark Security Agreement</u>"), the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (and, to the extent provided in Section 7.1 of the Pledge and Security Agreement, the Debenture Trustee on behalf of the 2023 Debentures Holders), a security interest in and continuing lien on (the "<u>Security Interest</u>") all of the Grantor's right, title and interest in, to and under the Released Trademark Collateral (as defined below);

**WHEREAS,** the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on April 11, 2013 at reel/frame number 5002/0623; and

**WHEREAS,** in connection with the Grantor's sale of the Released Trademark Collateral, the Collateral Agent desires to terminate the Security Interest in the Released Trademark Collateral.

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

- 1. The term "Released Trademark Collateral," as used herein, means (a) the trademarks listed on Schedule A attached hereto, (b) all registrations therefor, and all extensions and renewals thereof, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.
- 2. The Collateral Agent, for the benefit of the Secured Parties (and, to the extent provided in Section 7.1 of the Pledge and Security Agreement, the Debenture Trustee on behalf of the 2023 Debentures Holders), hereby terminates and releases the Security Interest in the Released Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest the Collateral Agent may have in or to the Released Trademark Collateral, without representation or warranty.

[Signature Page to Follow]

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

BARCLAYS BANK PLC,

as Collateral Agent

Name: Diane Rolfe

Title: Director

[Signature Page to Release of Security Interest in Trademark]

# Schedule A

| Mark   | Registration No. | Registration Date |
|--|------------------|-------------------|
| WEEJUNS  | 0657151          | January 14, 1958  |
| BASS   | 1231925          | March 22, 1983    |
| G.H. BASS                                      | 1432487          | March 10, 1987    |
| BASS   | 1508361          | October 11, 1988  |
| SUNJUNS  | 1573531          | December 26, 1989 |
| BASS   | 1637659          | March 12, 1991    |
| BASS THE LOOK<br>THAT NEVER WEARS<br>OUT G.H.B | 1645313          | May 21, 1991      |
| G.H. BASS & CO.                                | 2249226          | June 1, 1999      |
| G.H. BASS & CO.                                | 2580532          | June 18, 2002     |
| BASS   | 2590122          | July 9, 2002      |
| G.H. BASS & CO.                                | 2637861          | October 22, 2002  |
| G. H. BASS                                     | 2682644          | February 4, 2003  |
| G.H. BASS & CO.                                | 2742894          | July 29, 2003     |
| BASS AMERICA G.H.<br>BASS & COMPANY            | 3172087          | November 14, 2006 |
| BASS BODY + SOUL<br>G.H. BASS & CO.<br>SINCE 1 | 3223425          | March 27, 2007    |

| Mark  | Registration No. | Registration Date |
|---|------------------|-------------------|
| BASS AMERICAN<br>JEANS G.H. BASS &<br>COMPANY | 3419753          | April 29, 2008    |
| CUSHION STEP                                  | 3439266          | June 3, 2008      |
| GH BASS EARTH                                 | 3697092          | October 13, 2009  |

**RECORDED: 02/06/2015**