

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355313

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION & RELEASE OF SECURITY INTEREST IN TRADEMARKS Recorded at Reel 5271, Frame 0404

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GARRISON LOAN AGENCY SERVICES LLC, as Administrative and Collateral Agent		09/11/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JOE'S JEANS SUBSIDIARY, INC.
<b>Street Address:</b>	2340 South Eastern Avenue
<b>City:</b>	Commerce
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90040
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	HUDSON CLOTHING, LLC
<b>Street Address:</b>	1231 S. Gerhart Avenue
<b>City:</b>	Commerce
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Serial Number:</b>	85981297	LET YOURSELF GO
<b>Serial Number:</b>	86156920	#LETYOURSELFGO

## CORRESPONDENCE DATA

**Fax Number:** 2123548113  
*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:** 212-819-8437  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Andrew Fessak / White & Case LLP  
**Address Line 1:** 1155 Avenue of the Americas  
**Address Line 2:** Patent and Trademark Department

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<b>Address Line 4:</b>	New York, NEW YORK 10036
<b>ATTORNEY DOCKET NUMBER:</b>	1141381-0022-L181
<b>NAME OF SUBMITTER:</b>	Andrew Fessak
<b>SIGNATURE:</b>	/Andrew Fessak/
<b>DATE SIGNED:</b>	09/16/2015
<b>Total Attachments: 5</b> source=Joe_s Jeans - Supplemental Trademark Release (executed)#page1.tif source=Joe_s Jeans - Supplemental Trademark Release (executed)#page2.tif source=Joe_s Jeans - Supplemental Trademark Release (executed)#page3.tif source=Joe_s Jeans - Supplemental Trademark Release (executed)#page4.tif source=Joe_s Jeans - Supplemental Trademark Release (executed)#page5.tif	

## TERMINATION & RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION & RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 11, 2015 (this "Termination"), is made by GARRISON LOAN AGENCY SERVICES LLC, as administrative and collateral agent for the Lenders (in such capacity, the "Agent"), in favor of JOE'S JEANS SUBSIDIARY, INC., a Delaware corporation and HUDSON CLOTHING, LLC, a California limited liability company (collectively, the "Grantors", and each, individually, a "Grantor"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below).

**WHEREAS**, pursuant to the terms of that certain Term Loan Credit Agreement dated as of September 30, 2013 (as the same has been amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, the Grantors, the other Persons named therein as Loan Parties, the persons signatory from time to time thereto as Lenders, and the Agent, the Lenders provided certain Loans for the benefit of the Grantors and the other Loan Parties;

**WHEREAS**, in connection with the Credit Agreement and pursuant to that certain Trademark Security Agreement (Supplemental), dated as of April 22, 2014, between the Grantors and the Agent (the "Trademark Security Agreement"), each Grantor granted to the Agent for the benefit of itself and the Lenders a continuing security interest in all of Grantors' right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademark Collateral identified on Schedule I hereto.

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on April 30, 2014, at Reel 5271, Frame No. 0404; and

**WHEREAS**, the Agent has agreed to terminate and release its security interest in all of such Trademark Collateral (including, without limitation, the Trademark Collateral identified on Schedule I attached hereto).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all right, title, interest, mortgages, liens, and security interests that it has in, to and under the Trademark Collateral, including but not limited to the Trademark Collateral identified on Schedule I attached hereto, the right to sue for past, present and future infringement or dilution thereof or for any injury to goodwill, and the proceeds thereof, and hereby reassigns (without any representation, recourse or undertaking by the Agent) such right, title and interest in such Trademark Collateral to the Grantors.

2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Further Assurances. The Agent shall take all further actions, and provide to the Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantors.
4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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

GARRISON LOAN AGENCY SERVICES LLC,  
as Agent

By: \_\_\_\_\_

Name: Sujit Sahadevan  
Title: Authorized Signatory

SCHEDULE I

See attached

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL)  
TRADEMARK REGISTRATIONS

TRADEMARKS (with Application/Registration numbers, as applicable)

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
#LETYOURSELFGO*	US	86/156,920	1/03/2014
#LETYOURSELFGO*	US	85/981,297	6/14/2012

\* Trademark of Hudson Clothing, LLC.

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

Schedule I