

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest recorded at Reel/Frame 5040/0811

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association	FORMERLY Wells Fargo Trade Capital, LLC	09/21/2015	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Haute Hippie US Licensing LLC
<b>Street Address:</b>	208 West 11th Street
<b>Internal Address:</b>	c/o Patricia Wescoat Pound
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10014
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	85977469	HAUTE HIPPIE
Serial Number:	85443147	HAUTE HIPPIE
Serial Number:	85273922	HHH HAUTE HIPPIE HOME
Serial Number:	85066377	HAUTE HIPPIE
Serial Number:	85066373	HH HAUTE HIPPIE
Serial Number:	85270504	MORE DASH THAN CASH
Registration Number:	4108604	HAUTE HIPPIE
Registration Number:	4108603	HH HAUTE HIPPIE
Serial Number:	85273357	HHH HAUTE HIPPIE HIM
Serial Number:	85270737	HHH HAUTE HIPPIE HER
Serial Number:	85273937	HHH HAUTE HIPPIE HOME
Serial Number:	85443299	HAUTE HOODIE
Serial Number:	85443289	HAUTE HOODIE
Serial Number:	85443265	HAUTE HOODIE
Registration Number:	3963097	HHN
Registration Number:	3766849	HH HAUTE HIPPIE
Registration Number:	3751566	HAUTE HIPPIE NUDE
Registration Number:	3651794	HAUTE HIPPIE

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 3128622200*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:** 312-862-8738**Email:** michelle.nowicki@kirkland.com**Correspondent Name:** Michelle Nowicki**Address Line 1:** 300 North LaSalle Street**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	24425-4 MN
<b>NAME OF SUBMITTER:</b>	Michelle Nowicki
<b>SIGNATURE:</b>	/MICHELLE NOWICKI/
<b>DATE SIGNED:</b>	09/24/2015

**Total Attachments: 4**

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TERMINATION AND RELEASE OF  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

April 9, 2014

HAUTE HIPPIE US LICENSING LLC  
336 West 37<sup>th</sup> Street  
New York, New York 10018

Re: HAUTE HIPPIE ENTERPRISES, LLC

Gentlemen:

Haute Hippie Enterprises, LLC ("Client") has entered into that certain Factoring Agreement dated as of August 30, 2010 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement") with Wells Fargo Bank, National Association, as successor by merger to Wells Fargo Trade Capital, LLC ("Factor"), pursuant to which Factor has provided financial accommodations to Client.

In connection with the Factoring Agreement, Haute Hippie US Licensing LLC ("Grantor") executed in favor of Factor that certain Trademark Collateral Assignment and Security Agreement, dated May 29, 2013 (as amended or modified, the "Trademark Agreement"), pursuant to which Grantor granted to Factor a collateral security interest in and a general lien upon, and a conditional assignment of certain collateral ("Trademark Collateral") set forth therein as security for the performance of Grantor's obligations arising under that Unlimited Guaranty (Limited Liability Company), dated May 29, 2013 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty"), Factoring Agreement, Trademark Agreement, or any other Financing Agreements (as defined in the Trademark Agreement).

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agrees as follows:

1. Termination of Trademark Agreement and Release of Lien.

(a) Effective as of April 9, 2014, the Trademark Agreement is hereby terminated, canceled and of no further force and effect, except as otherwise provided herein.

(b) Factor agrees that (i) Factor's security interest in, lien on, and conditional assignment of, the Trademark Collateral is hereby terminated and released and (ii) Factor shall execute and deliver to Grantor, at Grantor's expense, any lien releases, discharges of security

interests and other similar discharge or release documents (in recordable form if applicable) as are necessary to effectuate the termination and release of the security interests in, liens on, and conditional assignment of, the Trademark Collateral.

2. Further Assurances. At the request of Grantor, at the expense of Grantor, Factor agrees to execute and deliver such other and further documents and instruments reasonably acceptable to Factor, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby.

3. Governing Law. The validity, construction and effect of this letter agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

4. Counterparts. This letter agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this letter agreement it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this letter agreement by telefacsimile shall have the same force and effect as delivery of an original executed counterpart of this letter agreement. Any party delivering an executed counterpart of this letter agreement by telefacsimile shall also deliver an original executed counterpart of this letter agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this letter agreement as to such party or any other party.

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Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

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

Name: ALEXANDER J CHOBOT

Title: AUTHORIZED SIGNATORY

ACKNOWLEDGED AND AGREED:

HAUTE HIPPIE US LICENSING LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page - Termination of Trademark Collateral  
Assignment and Security Agreement]

**TRADEMARK**  
**REEL: 005629 FRAME: 0612**

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

HAUTE HIPPIE US LICENSING LLC

By: 

Name: Patricia Westcoat Powell

Title: Managing Member

[Signature Page - Termination of Trademark Collateral  
Assignment and Security Agreement]