TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358744

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		10/14/2015	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Jessica London, Inc.
Street Address:	2300 Southeastern Avenue
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2613214	BRIDGEWATER STUDIO
Registration Number:	2799241	JESSICA LONDON
Registration Number:	2210503	JESSICA LONDON
Registration Number:	2645682	JESSICA LONDON
Registration Number:	4197096	JESSICA LONDON
Registration Number:	3345439	J L STUDIO EXCLUSIVELY FOR JESSICA LONDO

OP $165.00 2613214

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindal LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	10/15/2015

Total Attachments: 4
source=Jessica London Wilmington Trademark Release#page1.tif
source=Jessica London Wilmington Trademark Release#page2.tif
source=Jessica London Wilmington Trademark Release#page3.tif
source=Jessica London Wilmington Trademark Release#page4.tif

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wilmington Trust, National Association

☐ Individual(s) ☒ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State:
☐ Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Jessica London, Inc.

Street Address: 2300 Southeastern Avenue

City: Indianpolis

State: IN

Country: USA Zip: 46201

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship USA-DE
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 14, 2015

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Elaine Carrera
Signature

October 14, 2015
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Execution Version

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination dated as of October 14, 2015, is made by Wilmington Trust, National Association as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of Jessica London, Inc. ("Grantor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Termination shall have the meanings assigned to such terms in the Security Agreement (as defined below). For the purposes of this Termination, "Marks" shall have the meaning assigned to such term in the Trademark Security Agreement (as defined below) and shall include, without limitation, those registrations and applications set forth on Schedule A hereto.

WHEREAS, pursuant to that (i) certain Pledge and Security Agreement, dated as of February 5, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantor, the other grantors party thereto and the Collateral Agent and (ii) that certain Trademark Security Agreement, dated as of February 8, 2013 (the "Trademark Security Agreement") executed by the Grantors in favor of the Collateral Agent, the Grantors granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Marks;

WHEREAS, the security interest in the Marks granted by the Grantors to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on February 8, 2013, at Reel 4958 and Frame 0920; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of the Marks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities of the Grantors secured by the Marks pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent, without representation, recourse or warranty of any kind, hereby terminates, releases and discharges all of its mortgages, liens, and security interests in all of the Grantor's right, title and interest in, to and under the Marks and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Marks to the Grantors.

2. The Collateral Agent authorizes and requests that the United States Commissioner of Patents and Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Termination.

3. THIS TERMINATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Cora Holland-Koller
Title: Authorized Signatory

[Signature Page to Termination of Security Interest in Trademarks]

Schedule A
to
Termination of Security Interest in Trademarks

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner: Jessica London, Inc.

Trademark/Image	Registration No.	Registration Date
BRIDGEWATER STUDIO	2613214	27-AUG-2002
JESSICA LONDON® (Clothing)	2799241	23-DEC-2003
JESSICA LONDON® (Mail Order Services)	2210503	15-DEC-1998
JESSICA LONDON® (On-Line Retail Services)	2645682	05-NOV-2002
JESSICA LONDON™	4197096	28-AUG-2012
JL STUDIO EXCLUSIVELY FOR JESSICA LONDON®	3345439	27-NOV-2007
JESSICA LONDON (STYLIZED)	10254563	10-FEB-2012
JESSICA LONDON ®	9952706	21-SEP-2011