

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359439

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Bank USA.		10/14/2015	Bank: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jessica London, Inc.		
<b>Street Address:</b>	2300 Southeastern Avenue		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46201		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2613214	BRIDGEWATER STUDIO	
<b>Registration Number:</b>	2799241	JESSICA LONDON	
<b>Registration Number:</b>	2210503	JESSICA LONDON	
<b>Registration Number:</b>	2645682	JESSICA LONDON	
<b>Registration Number:</b>	4197096	JESSICA LONDON	
<b>Registration Number:</b>	3345439	J L STUDIO EXCLUSIVELY FOR JESSICA LONDO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Elaine Carrera, Legal Assistant		
<b>Address Line 1:</b>	80 Pine Street		
<b>Address Line 2:</b>	c/o Cahill Gordon & Reindal LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	10/21/2015		
<b>Total Attachments: 4</b>			

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**TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS** (this "Termination"), dated as of October 14, 2015, is made by Goldman Sachs Bank USA as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"), in favor of Jessica London, Inc. (the "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 Pledge and Security Agreement (as defined below). For the purposes of this Termination, "Trademark Collateral" 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 certain (i) 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 "Pledge and Security Agreement"), between the Grantor, the other grantors party thereto and the Collateral Agent and (ii) Trademark Security Agreement, dated as of February 5, 2013 (the "Trademark Security Agreement") executed by the Grantor in favor of the Collateral Agent, the Grantor 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 Trademark Collateral;

**WHEREAS**, the security interest in the Trademark Collateral granted by the Grantor to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on February 5, 2013, at Reel 4956 and Frame 0569; and

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

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


1. The Collateral Agent 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 Trademark Collateral and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademark Collateral to the Grantor.

2. The Collateral Agent, without representation, recourse or warranty of any kind, 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.

GOLDMAN SACHS BANK USA,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: Authorized Signatory

Gabriel Jacobson  
Authorized Signatory

**Schedule A**  
**to**  
**Termination of Security Interest in Trademarks**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Owner: Jessica London, Inc.**

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