

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372056

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| The Cit Group/ Commercial Services, Inc.  |  | 01/26/2015            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <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    |                       |                       |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 76397437                                 | HUDSON                |                       |
| <b>Serial Number:</b>   | 78873343                                 | HUDSON                |                       |
| <b>Serial Number:</b>   | 77732083                                 |                       |                       |
| <b>Serial Number:</b>   | 77732069                                 |                       |                       |
| <b>Serial Number:</b>   | 77898310                                 | HUDSON                |                       |
| <b>Serial Number:</b>   | 85652418                                 | LET YOURSELF GO       |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 2127352000                               |                       |                       |
| <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>Phone:</b>   | 2127353000                               |                       |                       |
| <b>Email:</b>   | sara.mooney@skadden.com                  |                       |                       |
| <b>Correspondent Name:</b>  | Skadden, Arps, Slate, Meagher & Flom LLP |                       |                       |
| <b>Address Line 1:</b>  | Four Times Square                        |                       |                       |
| <b>Address Line 2:</b>  | Ken Kumayama                             |                       |                       |
| <b>Address Line 4:</b>  | New York, NEW YORK 10036                 |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 158910/0002                              |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Ken Kumayama                             |                       |                       |
| <b>SIGNATURE:</b>   | /Ken Kumayama/                           |                       |                       |

CH \$165.00 76397437

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 02/04/2016 |
|---------------------|------------|

**Total Attachments: 4**

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## TERMINATION & RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION & RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 26, 2015 (this "Termination"), is made by THE CIT GROUP/COMMERCIAL SERVICES, INC., as administrative and collateral agent for the Lenders (in such capacity, the "Agent"), in favor of HUDSON CLOTHING, LLC, a California limited liability company (the "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 Amended and Restated Revolving Credit Agreement dated as of September 11, 2015 (as the same has been amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, the Grantor, 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 Grantor and the other Loan Parties; and

**WHEREAS**, in connection with the Credit Agreement and pursuant to the terms of that certain Trademark Security Agreement, dated as of September 30, 2013, among the Grantor, JOE'S JEANS SUBSIDIARY, INC., a Delaware corporation ("Joe's Jeans"), and the Agent (the "Trademark Security Agreement"), each of Grantor and Joe's Jeans granted to the Agent for the benefit of itself and the Lenders a continuing security interest in all of Grantor's and Joe's Jean's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademark Collateral identified on Schedule I hereto; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on October 1, 2013, at Reel 5122, Frame No. 0264; and

**WHEREAS**, the Agent has agreed to terminate and release its security interest in that certain Trademark Collateral of Grantor 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, cancels and releases any and all right, title, interest, mortgages, liens, and security interests that it has in, to and under the Trademark Collateral of Grantor 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 of the Grantor to the Grantor.
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 Grantor, its 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 Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.
  
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.

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
as Agent

By:   
Name: Kulwant Kaur  
Title: VP

SCHEDULE I

| <b>MARK</b>     | <b>FILED</b> | <b>APP. NO.</b> | <b>REG. DATE</b> | <b>REG. NO.</b> |
|-----------------|--------------|-----------------|------------------|-----------------|
| HUDSON          | 04/19/02     | 76397437        | 08/07/07         | 3273129         |
| HUDSON          | 05/01/06     | 78873343        | 02/19/08         | 3385499         |
|                 | 05/07/09     | 77732083        |                  |                 |
|                 | 05/07/09     | 77732069        |                  |                 |
| HUDSON          | 12/21/09     | 77898310        |                  |                 |
| LET YOURSELF GO | 06/14/12     | 85652418        |                  |                 |