

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAMUTO CONSULTING INC.		04/20/2016	Corporation: CONNECTICUT
BERNARD CHAUS INC.		04/20/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4887932	LOUISE ET CIE	
Registration Number:	4373569	LOUISE ET CIE	
Registration Number:	4577308	VC SIGNATURE	
Registration Number:	4539116	VINCE CAMUTO FEMME	
Registration Number:	4396115	FIORI BY VINCE CAMUTO	
Registration Number:	4632789	VINCE CAMUTO	
Registration Number:	4526803	TWO	
Registration Number:	4265760	TWO BY VINCE CAMUTO	
Registration Number:	4195426	VINCE CAMUTO	
Registration Number:	4176547	VINCE CAMUTO	
Registration Number:	4311963	V	
Registration Number:	4368882	MARCO SANTI	
Registration Number:	4187112		
Registration Number:	4154568	VINCE CAMUTO	
Registration Number:	4179847	VINCE CAMUTO	
Registration Number:	3931565	VINCE CAMUTO	
Registration Number:	3161347	VINCE CAMUTO	
Registration Number:	3888196	AVERLY	

OP \$865.00 4887932

Property Type	Number	Word Mark
Registration Number:	4598266	CH A U S N E W Y O R K
Registration Number:	4598265	CHAUS NEW YORK
Registration Number:	4512775	1.STATE
Registration Number:	4512774	CECE BY CYNTHIA STEFFE
Registration Number:	3888194	SEAM LINE CYNTHIA STEFFE
Registration Number:	3140259	JOSEPHINE
Registration Number:	3116157	CHAUS
Registration Number:	3804264	JOSEPHINE STUDIO
Registration Number:	2418302	JOSEPHINE CHAUS
Registration Number:	2224693	CYNTHIA CYNTHIA STEFFE
Registration Number:	1569876	CYNTHIA STEFFE
Serial Number:	86686463	CC CECE
Serial Number:	78758520	CYNTHIA STEFFE
Serial Number:	78758504	CYNTHIA STEFFE
Serial Number:	78746180	CYNTHIA STEFFE
Serial Number:	78746176	CYNTHIA STEFFE

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: Michael Violet

Address Line 1: 4400 EASTON COMMONS WAY SUITE 125

Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER:	Edward Farkas
SIGNATURE:	/Edward Farkas/
DATE SIGNED:	04/21/2016

Total Attachments: 9

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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):

CAMUTO CONSULTING INC.

- Individual(s)
- General Partnership
- Corporation- State: Connecticut
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 20, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

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

Internal Address: _____

Street Address: 11 West 42nd Street

City: New York

State: New York

Country: USA Zip: 10036

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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)

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

A. Trademark Application No.(s)

See Schedule I attached

B. Trademark Registration No.(s)

See Schedule I attached

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: Michael Violet

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way, Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 800-713-0755

Fax Number: 800-914-4240

Email Address: Michael.Violet@wolterskluwer.com

6. Total number of applications and registrations involved:

34

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:

 Signature

Edward Farkas

Name of Person Signing

4/21/16
Date

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

USPTO TRADEMARK RECORDATION FORM COVER SHEET

(CONTINUATION PAGE)

Continuation of the information in Item 1 to Trademark Recordation Form Cover Sheet:

Conveying Party: **CAMUTO CONSULTING INC.**

Receiving Party: **THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent**

Names of Additional Conveying Parties:

BERNARD CHAUS INC.

Corporation – State: New York

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2016, by and among CAMUTO CONSULTING INC., a Connecticut corporation ("Consulting") and BERNARD CHAUS INC., a New York corporation ("Chaus", and together with Consulting, each a "Grantor" and collectively, the "Grantors"), in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC. in its capacity as Administrative Agent and Collateral Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and the other Loan Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following; whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAMUTO CONSULTING INC.

By: 

Name: Jeffrey K. Howald

Title: Chief Financial Officer

BERNARD CHAUS INC.

By: 

Name: Jeffrey K. Howald

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____

Name:

Title:

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAMUTO CONSULTING INC.

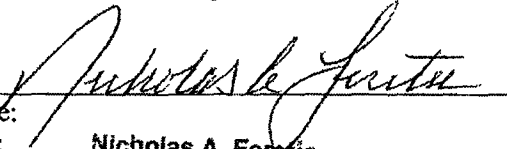
By: _____
Name:
Title:

BERNARD CHAUS INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

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

By: 
Name:
Title: **Nicholas A. Ferolic**
Director

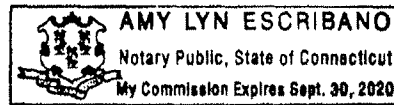
ACKNOWLEDGMENT OF EACH GRANTOR

STATE OF *Connecticut*)
)
COUNTY OF *Fairfield*) ss.

On this ___ day of _____, 2016, before me personally appeared Jeffrey K. Howald, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CAMUTO CONSULTING INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation

Amy Lyn Escubano

Notary Public

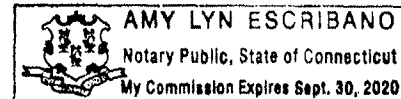


STATE OF *Connecticut*)
)
COUNTY OF *Fairfield*) ss.

On this ___ day of _____, 2016, before me personally appeared Jeffrey K. Howald, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BERNARD CHAUS INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation

Amy Lyn Escubano

Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

GRANTOR: CAMUTO CONSULTING INC.

Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.
LOUISE ET CIE	12/11/2014	86478274	1/19/2016	4887932
LOUISE et CIE	6/26/2012	85662193	7/23/2013	4373569
VC SIGNATURE	6/26/2012	85981843	7/28/2014	4577308
VINCE CAMUTO FEMME	1/30/2013	85836679	5/27/2014	4539116
FIORI BY VINCE CAMUTO	1/30/2013	85836695	9/3/2013	4396115
VINCE CAMUTO	6/26/2012	85662130	11/4/2014	4632789
Two (Logo)	2/15/2013	85851756	5/6/2014	4526803
Two By Vince Camuto	3/1/2012	85557756	12/25/2012	4265760
Vince Camuto (and crest design)	2/16/2011	85244038	8/21/2012	4195426
Vince Camuto	2/8/2011	85236961	7/17/2012	4176547
V	4/12/2012	85596560	4/2/2013	4311963
Marco Santi	6/4/2010	85054962	7/16/2013	4368882
Design Only (Crest standing alone)	7/10/2009	77778144	8/7/2012	4187112
Vince Camuto	3/23/2010	77966527	6/5/2012	4154568
Vince Camuto (and crest design)	3/23/2010	77966492	7/24/2012	4179847
Vince Camuto	12/2/2008	77624503	3/15/2011	3931565
Vince Camuto	2/24/2005	76632066	10/24/2006	3161347

GRANTOR: BERNARD CHAUS INC.

Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.
AVERLY	4/15/2010	85014704	12/7/2010	3888196
CHAUS NEW YORK (Word/Stylized)	5/16/2013	85933969	9/2/2014	4598266
CHAUS NEW YORK (CROWN/Stylized)	5/16/2013	85933962	9/2/2014	4598265
1.State	7/29/2013	86022440	4/8/2014	4512775
CECE by CYNTHIA STEFFE	7/29/2013	86022434	4/8/2014	4512774
SEAM LINE CYNTHIA STEFFE	4/12/2010	85011859	12/7/2010	3888194
JOSEPHINE	11/16/2004	78517544	9/5/2006	3140259
CHAUS	11/16/2004	78517509	7/18/2006	3116157
JOSEPHINE STUDIO	3/5/2009	77683975	6/15/2010	3804264
JOSEPHINE CHAUS	3/4/1999	75653315	1/2/2001	2418302
CYNTHIA CYNTHIA STEFFE	1/31/1997	75234102	2/16/1999	2224693
CYNTHIA STEFFE	4/24/1989	73795157	12/5/1989	1569876
CC CECE	7/8/2015	86686463		
CYNTHIA STEFFE	11/21/2005	78758520		
CYNTHIA STEFFE	11/21/2005	78758504		
CYNTHIA STEFFE	11/21/2005	78746180		
CYNTHIA STEFFE	11/21/2005	78746176		