

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		09/07/2016	National Banking Association:
RECEIVING PARTY DATA			
Name:	Elizabeth Arden, Inc.		
Street Address:	200 PARK AVENUE SOUTH		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2027829	CURVE	
Registration Number:	4180104	CURVE APPEAL	
Registration Number:	2973691	CURVE CRUSH	
Registration Number:	3310027	CURVE KICKS	
Registration Number:	2160698	CURVE	
Registration Number:	3069386	CURVE WAVE	
Registration Number:	2132886	CURVE. SEE WHERE IT TAKES YOU	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	vmann@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Virginia Mann		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	002500-00355		
NAME OF SUBMITTER:	Virginia F. Mann		

CH \$190.00 2027829

SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	09/12/2016
Total Attachments: 4 source=EXECUTED - Release of Security Interest in IP (September 2016)#page1.tif source=EXECUTED - Release of Security Interest in IP (September 2016)#page2.tif source=EXECUTED - Release of Security Interest in IP (September 2016)#page3.tif source=EXECUTED - Release of Security Interest in IP (September 2016)#page4.tif	

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of September 7, 2016 is made by Bank of America, N.A., in its capacity as collateral agent (“Collateral Agent”), having an office at 111 Westminster Street, Providence, RI 02903, in favor of Elizabeth Arden, Inc., a Florida corporation (the “Company”).

WHEREAS, Collateral Agent and the Company are parties to that certain Security Agreement dated as of October 2, 2015 and duly recorded on October 8, 2015 in the U.S. Patent and Trademark Office (the “USPTO”), Assignment Division, commencing at Reel No. 5641, Frame No. 0016 (the “Security Agreement”), whereby the Company, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, assigned and transferred to the Collateral Agent, and granted to the Collateral Agent, for the benefit of the Agents and the other Secured Parties, a security interest in all of the following property then owned or thereafter acquired by the Company or in which the Company then had or at any time thereafter may have acquired any right, title, or interest: (A)(1)(i) the trademarks, trade names, service marks and trademark applications and registrations set forth on Exhibit A, including all renewals and extensions thereof and all goodwill associated therewith (the “Specified Marks”), (ii) all legally protectable logos, trade dress, copyrights or copyrighted works (including without limitation, trade dress rights, copyrights and copyrighted works in labels, packaging, or product design or configuration) that are used exclusively on or embodied exclusively in items or products bearing the Specified Marks but not bearing other trademarks, service marks or trade names, to the extent owned by the Company and subject to any third party rights not arising through the Company, such products being referred to as the “Specified Marks Products”, and any Internet domain names utilizing the Specified Marks, (iii) any trade secrets, know-how, formulas, compositions and technical data owned by the Company related exclusively to the Specified Marks, (iv) all rights granted or retained in licenses in respect of any of the foregoing, and (v) all renewals and extensions of the foregoing, (2) all rights to royalties, income, profits, compensation, license fees or other payments or remuneration of any kind relating to any of the foregoing, including, without limitation, damages, claims and payments for past and future infringements thereof, (3) all rights to bring any action at law or in equity for the past, present or future infringement of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing and the right to receive all payments and damages or other remedies therefrom, and (4) all rights corresponding to any of the foregoing in the United States; (B) all Commercial Tort Claims arising out of the infringement of any of the foregoing or breach of the Company’s rights with respect thereto; (C) all books, records and documents pertaining to the IP Collateral including, without limitation, copies of all trademark file histories for, and other documents solely related to, the prosecution of all trademark registrations and applications for, or otherwise solely related to, any of the foregoing; and (D) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing, (collectively, the “IP Collateral”);

WHEREAS, the Obligations have been fully paid and performed, and accordingly, Collateral Agent now desires to release its security interests granted pursuant to the Security Agreement in the IP Collateral;

WHEREAS, the Collateral Agent is duly authorized to execute, deliver and perform this Release; and

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees for the benefit of the Company, as follows;

Section 1. Definitions. Unless otherwise defined herein terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

Section 2. Release of Security Interest. The Collateral Agent has released and discharged, and by these presents hereby releases and discharges, all of its rights, title and interest in and to the IP Collateral, and Collateral Agent hereby releases and discharges its security interest in and any Lien on the IP Collateral.

Section 4. Further Assurances. The Collateral Agent agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the IP Collateral.

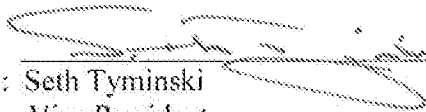
Section 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York, but giving effect to federal laws applicable to national banks.

Section 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

BANK OF AMERICA, N.A., as
Collateral Agent

By: 
Name: Seth Tyminski
Title: Vice President

[SIGNATURE PAGE TO RELEASE OF SECURITY INTERESTS IN IP – ELIZABETH ARDEN, INC.]

TRADEMARK
REEL: 005874 FRAME: 0019

EXHIBIT A

SPECIFIED MARKS

Mark Name	Country	Class	Current Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Date
CURVE	United States	3	Liz Claiborne, Inc.	Registered	74670680	5/8/1995	2027829	12/31/1996	12/31/2016
CURVE APPEAL	United States	3	Liz Claiborne, Inc.	Registered	85157271	10/20/2010	4180104	7/24/2012	7/24/2022
CURVE CRUSH	United States	3	Liz Claiborne, Inc.	Registered	78294759	9/2/2003	2973691	7/19/2005	7/19/2025
CURVE KICKS	United States	3	Liz Claiborne, Inc.	Registered	78971107	9/11/2006	3310027	10/9/2007	10/9/2017
CURVE Stylized	United States	3	Liz Claiborne, Inc.	Registered	75335788	8/4/1997	2160698	5/26/1998	5/26/2018
CURVE WAVE	United States	3	Liz Claiborne, Inc.	Registered	78482365	9/13/2004	3069386	3/14/2006	3/14/2016
CURVE. SEE WHERE IT TAKES YOU.	United States	3	Liz Claiborne, Inc.	Registered	75298339	5/27/1997	2132886	1/27/1998	1/27/2018

EXHIBIT A

4566942v.4 CHA715/23064

RECORDED: 09/12/2016

TRADEMARK
REEL: 005874 FRAME: 0020