

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement in Trademarks, Recorded at Reel 5757/Frame 0339		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as Collateral Agent		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IP Holdings LLC		
Street Address:	103 Foulk Road		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19803		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	843245		
Registration Number:	1354246	FOG	
Registration Number:	858627	LONDON FOG	
Registration Number:	3437312		
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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>			
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1179234-0036-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	06/30/2017		

CH \$115.00 843245

Total Attachments: 4

source=4A-Cortland - Iconix - IP Holdings LLC TM Release_52006183_2#page1.tif

source=4A-Cortland - Iconix - IP Holdings LLC TM Release_52006183_2#page2.tif

source=4A-Cortland - Iconix - IP Holdings LLC TM Release_52006183_2#page3.tif

source=4A-Cortland - Iconix - IP Holdings LLC TM Release_52006183_2#page4.tif

**RELEASE OF SECURITY AGREEMENT IN
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 30th day of June, 2017, by CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, as collateral agent Credit Parties (as defined in the Credit Agreement (as defined in the Security Agreement (as defined below))) (in such capacity, together with its successors and assigns, if any, the "Collateral Agent"), in favor of IP HOLDINGS LLC, a Delaware limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement by and among IBG Borrower LLC, a Delaware limited liability company (the "Borrower"), the Grantor, the other grantors party thereto and the Collateral Agent dated as of March 7, 2016 (the "Security Agreement"), the Grantor granted to the Collateral Agent for the benefit of the Credit Parties a security interest in certain collateral, including the Copyright Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Grantor executed that certain Confirmatory Trademark Security Agreement, dated as of March 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), under which the Grantor pledged, conveyed, sold, assigned, transferred and set over unto the Collateral Agent, for the benefit of the Credit Parties, and granted to the Collateral Agent, for the Benefit of the Credit Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (the "Security Interest"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 23, 2016 at Reel 5757/Frame 0339;

WHEREAS, the Borrower has requested, and the Collateral Agent wishes to: (a) terminate, dissolve and release any and all liens and encumbrances respecting, and any and all interests of the Collateral Agent in, the Trademark Collateral; and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Borrower has satisfied and fulfilled all of its obligations to release the Collateral Agent's Security Interest in the Trademark Collateral, and the parties seek to make record of the Collateral Agent's release to the Grantor of any and all of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

I. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement. The term "Trademark Collateral," as used herein, shall mean (a) all of the Grantor's right, title and interest in and to the

trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or adopted and used, in its business (including, without limitation, the trademark registrations and trademark applications listed on Schedule A hereto) (collectively, the "Trademarks"), and all goodwill connected with the use of, and symbolized by, each such Trademark; (b) all proceeds, products, rents and profits of or from any and all of the Trademarks and, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Trademarks; and (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

2. Release of Security Interest. The Collateral Agent hereby terminates, discharges and releases to the Grantor any and all of its right, title and interest in and to the Trademark Collateral, including the Security Interest, and assigns, transfers and conveys to Grantor any interest in such Trademark Collateral. Collateral Agent acknowledges and agrees that, as a result of this Release, any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Borrower or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary or as Grantor may reasonably request to effect the termination, release, discharge or reassignment to the Grantor of the Security Interest contemplated hereby.

[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 first above written.

CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A
TRADEMARKS

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Registered Owner	Mark	App Date	App #	Reg Date	Reg #	Status
IP HOLDINGS LLC	Tower Design	12/28/1986	72261591	1/29/1987	885245	REGISTERED
IP HOLDINGS LLC	FOG	7/16/1988	78480193	8/13/1988	1357246	REGISTERED
IP HOLDINGS LLC	LONDON FOG	6/15/1987	72773966	10/15/1988	888627	REGISTERED
IP HOLDINGS LLC	Tower Design (New)	7/2/2007	77176075	5/27/2008	3437312	REGISTERED

Pending Trademark Applications:

None

§