

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM433705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ally Bank		06/29/2017	Chartered Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Luxury Brand Holdings, Inc.		
Street Address:	9 Ross-Simons Drive		
City:	Cranston		
State/Country:	RHODE ISLAND		
Postal Code:	02920		
Entity Type:	Corporation: RHODE ISLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3975250	AMERICAN BEAUTY	
Registration Number:	3930106	ANDIAMO	
Registration Number:	4569063	CHOOSE BEAUTIFULLY	
Registration Number:	3451165	CIRCLE OF ETERNITY	
Registration Number:	1773890	GOLD RUSH	
Registration Number:	4222105	RODEO	
Registration Number:	1317429	ROSS-SIMONS	
Registration Number:	3019209	ROSS-SIMONS.COM	
Registration Number:	3482314	RSVP	
Registration Number:	4448429	SIDNEY THOMAS	
Registration Number:	3029834	SAINT JAMES	
Registration Number:	3613930	VIA	
Registration Number:	3019208	ROSS-SIMONS	
CORRESPONDENCE DATA			
Fax Number:	6173459020		
<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:	617-345-9000		
Email:	tmdocket@hinckleyallen.com		
TRADEMARK			

OP \$340.00 3975250

Correspondent Name:	Alexander P. Montgomery, Esq.
Address Line 1:	28 State Street
Address Line 2:	Hinckley Allen & Snyder, LLP
Address Line 4:	Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	021212-0121710
--------------------------------	----------------

NAME OF SUBMITTER:	Alexander P. Montgomery
---------------------------	-------------------------

SIGNATURE:	/Alexander P. Montgomery/
-------------------	---------------------------

DATE SIGNED:	07/05/2017
---------------------	------------

Total Attachments: 4

source=Release of Trademark Security Interest June 30, 2017#page1.tif

source=Release of Trademark Security Interest June 30, 2017#page2.tif

source=Release of Trademark Security Interest June 30, 2017#page3.tif

source=Release of Trademark Security Interest June 30, 2017#page4.tif

RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** ("Release"), is effective as of June 30, 2017 and granted by **ALLY BANK**, successor to Ally Commercial Finance, LLC (the "**Collateral Agent**"), located at 300 Park Avenue, 4th Floor, New York NY 10022, as collateral agent for the secured parties under the Loan Agreement referred to below (the "**Secured Parties**"), in favor of **LUXURY BRAND HOLDINGS, INC.**, successor to Ross-Simons of Warwick, Inc., a Rhode Island corporation (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of March 4, 2005 (as amended or restated from time to time, the "Loan Agreement"), among the Grantor, the Collateral Agent, and the lenders party thereto, the Grantor executed and delivered to the Collateral Agent that certain Intellectual Property Security Agreement by and between the Grantor and the Collateral Agent dated as of March 4, 2005 and amended on July 5, 2011 (the "Intellectual Property Security Agreement" and, together with the Loan Agreement, the "Security Agreements");

WHEREAS, pursuant to the Intellectual Property Security Agreement the Grantor granted to Collateral Agent a security interest in and lien on the trademarks identified on Schedule A attached hereto (such trademarks referred to herein as the "Named Trademarks") and the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office ("USPTO") at Reel/Frame 4576/0839 on July 7, 2011; and

WHEREAS, Ally Commercial Finance, LLC assigned the Intellectual Property Security Agreement to Ally Bank on May 1, 2014, and recorded the assignment with the USPTO at Reel/Frame 5275/0988 on May 6, 2014;

WHEREAS, the Collateral Agent wishes to hereby terminate and release its security interest in each of the Named Trademarks as herein provided;

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

1. **Release of Security Interest.** Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Intellectual Property Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Intellectual Property Security Agreement in any and all right, title, and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that it may have, in, to and under the following:

- a) The Named Marks, including all applications and registrations for the Named Trademarks;
- b) all rights of any kind whatsoever of such Grantor accruing under any of the

Named Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Named Trademarks; and

d) any and all claims and causes of action with respect to any of the Named Trademarks, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release, all at the Grantor's expense.

IN WITNESS WHEREOF, Ally Bank has hereby executed this Release through its duly authorized officer to take effect as of the date first set forth above.

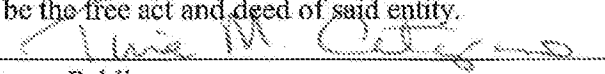
ALLY BANK, as Collateral Agent

By: 
Name: Steven J. Brown
Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) ss.
)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29 day of June, 2017 personally appeared Steven J. Brown, to me known personally, and who, being by me duly sworn, deposes and says that he is an Authorized Signatory of ALLY BANK and that said instrument was signed and sealed on behalf of said entity by authority of its governing body, and said officer acknowledged said bank by authority of its governing body, and said instrument to be the free act and deed of said entity.


Notary Public

Print Name of Notary: Tina M. Catapano

My commission expires: 7-16-20

TINA M. CATAPANO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA8259862
Qualified in Queens County
Commission Expires April 16, 2020

SCHEDULE A

TRADEMARKS

<u>Trademark (U.S.)</u>	<u>Trademark Registration Number</u>	<u>Registration Date</u>
AMERICAN BEAUTY	3,975,250	06/07/2011
ANDIAMO	3,930,106	03/08/2011
CHOOSE BEAUTIFULLY	4,569,063	07/15/2014
CIRCLE OF ETERNITY	3,451,165	06/17/2008
GOLD RUSH	1,773,890	05/25/1993
RODEO	4,222,105	10/09/2012
ROSS-SIMONS	1,317,429	01/29/1985
ROSS-SIMONS	3,019,208	11/29/2005
ROSS-SIMONS.COM	3,019,209	11/29/2005
RSVP	3,482,314	08/05/2008
SIDNEY THOMAS	4,448,429	12/10/2013
ST. JAMES (amended to SAINT JAMES)	3,029,834	12/13/2005
VIA	3,613,930	04/28/2009
<u>Trademark (Australia)</u>	<u>Trademark Registration Number</u>	<u>Registration Date</u>
SIDNEY THOMAS	1499816	10/29/2012
<u>Trademark (Canada)</u>	<u>Trademark Registration Number</u>	<u>Registration Date</u>
ROSS-SIMONS	TMA666039	06/14/2006
SIDNEY THOMAS	TMA907712	07/03/2015
<u>Trademark (Mexico)</u>	<u>Trademark Registration Number</u>	<u>Registration Date</u>
ROSS-SIMONS	838623	06/18/2004
ROSS-SIMONS	838624	06/18/2004
<u>Trademark (European Union)</u>	<u>Trademark Registration Number</u>	<u>Registration Date</u>
ROSS-SIMONS	009228611	12/22/2010
SIDNEY THOMAS	011010246	12/04/2012
<u>Trademark (Japan)</u>	<u>Trademark Registration Number</u>	<u>Registration Date</u>
ROSS-SIMONS	4053482	09/05/1997
ROSS-SIMONS	4073864	10/24/1997

Unregistered trademarks:

ROSS-SIMONS OUTLET STORE
LIFE'S LUXURIES FOR A LOT LESS
RS Logo
RS-DIAMONDS