

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		08/14/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SNEAKER VILLA, INC.		
Street Address:	1926 Arch Street		
Internal Address:	3rd Floor Rear		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4553489	HOME SEWN	
Registration Number:	4553488	HOME SEWN	
Registration Number:	4720661	WWW.RUVILLA.COM	
Registration Number:	4400154	GET FAME.US	
Registration Number:	3588267	VILLA JOIN THE MOVEMENT	
Registration Number:	4392327	SNEAKER VILLA	
Registration Number:	4712920	SNEAKER VILLA	
Registration Number:	4561270	DH DENIM HOUSE CRAFTED TO PERFECTION	
Registration Number:	4525296	GET FAME US	
Registration Number:	4717302	NO BOYS ALLOWED	
Registration Number:	4717301	NO BOYS ALLOWED	
Registration Number:	4525399	HOME SEWN HS	
Registration Number:	4723686	BELOW THE WAIST	
Registration Number:	5202656	I MATTER!	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2126983500
Email: patents@dechert.com
Correspondent Name: Dechert LLP
Address Line 1: 1095 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	377473-152946
NAME OF SUBMITTER:	Alan Wang
SIGNATURE:	/Alan Wang/
DATE SIGNED:	08/14/2017

Total Attachments: 5
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TERMINATION OF TRADEMARK SECURITY AGREEMENT

This Termination of Trademark Security Agreement (this “Release”) is made as of August 14, 2017, by and between SNEAKER VILLA, INC., a Delaware corporation (“Grantor”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as the agent for the credit parties under the Security Agreement referred to below (in such capacity, “Agent”);

WHEREAS, Grantor and Agent are parties to that certain Credit Agreement, dated as of December 22, 2015 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”) and that certain Security Agreement, dated as of December 22, 2015 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”);

WHEREAS, Grantor granted to Agent a continuing security interest (the “Security Interest”) in all Trademarks (as defined in the Security Agreement) of Grantor, including, without limitation, (i) Grantor’s right, title and interest in, to and under the trademarks, trademark registrations and use based trademark applications (the “Marks”) set forth on Exhibit A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the business with which the Marks are associated, and (iv) all causes of action arising prior to or after the date of the Agreement for infringement of any of the Marks or unfair competition regarding the same (the foregoing, collectively, the “Collateral”), pursuant to, among other things, a certain Trademark Security Agreement, dated as of December 22, 2015 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), which was filed at the United States Patent and Trademark Office (“USPTO”) on January 14, 2016 and recorded on Reel 5709, Frame 0980; and

WHEREAS, Agent has agreed to terminate the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Agent hereby (i) terminates the Trademark Security Agreement in its entirety, and (ii) releases, discharges, reassigns, waives and relinquishes all its rights, powers, privileges and remedies with respect to the Security Interest, and reassigns to Grantor any and all interest in the Collateral, including, without limitation, the Marks set forth on Exhibit A attached hereto, and the goodwill of the business with which the Marks are associated.
2. Agent hereby authorizes Grantor or the Grantor’s authorized representative, at Grantor’s sole cost and expense, to record this Release with the USPTO. Agent agrees that, upon request of Grantor or any successor-in-interest or assignee thereof, and at Grantor’s sole cost and expense, Agent will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by Grantor, or any successor-in-interest or assignee thereof, to effectuate the release of interests contemplated herein.
3. This Release shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to the conflicts of law principles thereof, but including Section 5-1401 of the New York General Obligations Law.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, by signature below of their respective duly authorized representatives, agree to be bound by the provisions of this Termination of Trademark Security Agreement as of the date above first written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Danielle Baldinelli
Title: Director

SNEAKER VILLA, INC.,
as Grantor

By: 

Name: David Rhoads

Title: President, Chief Operating Officer and Secretary

[Signature Page to Termination of Trademark Security Agreement]

TRADEMARK
REEL: 006128 FRAME: 0838

Exhibit A

<u>Trademark Name</u>	<u>Registration Date</u>	<u>Registration Number</u>
HOME SEWN	6/17/2014	4,553,489
HOME SEWN	6/17/2014	4,553,488
www.ruvilla.com	4/14/2015	4,720,661
GET FAME.US	9/10/2013	4,400,154
VILLA JOIN THE MOVEMENT	3/10/2009	3,588,267
SNEAKER VILLA	8/27/2013	4,392,327
SNEAKER VILLA	3/31/2015	4,712,920
DH DENIM HOUSE Crafted to Perfection	7/1/2014	4,561,270
*GET*FAME*US (In Color)	5/6/2014	4,525,296
NO BOYS ALLOWED	4/7/2015	4,717,302
NO BOYS ALLOWED	4/7/2015	4,717,301
HOME SEWN HS plus Design (in Color)	5/6/2014	4,525,399
BELOW THE WAIST plus Design	4/21/2015	4,723,686
I MATTER! plus Design	5/16/2017 (filed under application dated 10/13/2015)	5202656 (filed under application number 86/786,681)