

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439579

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE PRIVATEBANK AND TRUST COMPANY		08/07/2017	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	DISTINCTIVE APPAREL, INC.
Street Address:	42 Thomas Patten Drive
City:	Randolph
State/Country:	MASSACHUSETTS
Postal Code:	02368
Entity Type:	Corporation: DELAWARE
Name:	TRAVELSMITH OUTFITTERS HOLDINGS, LLC
Street Address:	42 Thomas Patten Drive
City:	Randolph
State/Country:	MASSACHUSETTS
Postal Code:	02368
Entity Type:	Limited Liability Company: DELAWARE
Name:	CHASING FIREFLIES HOLDINGS, LLC
Street Address:	42 Thomas Patten Drive
City:	Randolph
State/Country:	MASSACHUSETTS
Postal Code:	02368
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3736026	BA BOSTON APPAREL GROUP
Registration Number:	3747989	BOSTON APPAREL GROUP
Registration Number:	3778951	CASUAL LIVING
Registration Number:	1647767	CASUAL LIVING
Registration Number:	1948523	CHADWICKS
Registration Number:	3690506	CHADWICKS
Registration Number:	3191808	CHADWICKS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2712159	CHADWICKS
Registration Number:	1672908	CHADWICKS OF BOSTON
Registration Number:	3360642	CHASING FIREFLIES
Registration Number:	3360643	CHASING FIREFLIES
Registration Number:	2128829	
Registration Number:	1636156	
Registration Number:	4213259	GUY STUFF
Registration Number:	2185702	ISABELLA BIRD
Registration Number:	3435679	METROBLUES
Registration Number:	3266084	METROSTYLE
Registration Number:	2820510	METROSTYLE
Registration Number:	2010503	REAL COMFORT
Registration Number:	4529236	REAL STEAL
Registration Number:	3760736	SHAPE BENEFITS
Registration Number:	2082526	SUPER SLIMMER
Registration Number:	1636913	THE TERRITORY AHEAD
Registration Number:	2132340	THE TERRITORY AHEAD
Registration Number:	1835790	TRAVELSMITH
Registration Number:	4328091	TRAVELSMITH

CORRESPONDENCE DATA

Fax Number: 6124927077

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.

Phone: 6124927000

Email: ip@fredlaw.com

Correspondent Name: Patricia A. Larson, Senior Paralegal

Address Line 1: Fredrikson & Byron, P.A.

Address Line 2: 200 S. SIXTH STREET, SUITE 4000

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
SIGNATURE:	/Patricia A. Larson/
DATE SIGNED:	08/16/2017

Total Attachments: 3

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Intellectual Property Release

This Release of Security Interest ("Agreement") is entered into and dated effective as of August 7, 2017, by and among THE PRIVATEBANK AND TRUST COMPANY ("Lender"), DISTINCTIVE APPAREL, INC., a Delaware corporation ("DAI"), TRAVELSMITH OUTFITTERS HOLDINGS, LLC, a Delaware limited liability company ("TSO"), and CHASING FIREFLIES HOLDINGS, LLC, a Delaware limited liability company ("CFH", and together with DAI and TSO, collectively, "Obligors" and each a "Obligor").

WHEREAS, Lender and Obligors are parties to that certain Loan and Security Agreement dated as of September 30, 2013, as amended from time to time (as amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of the Loan Agreement, Obligor granted to Lender security interests in trademarks of the Obligors, which security interests are recorded with the United States Patent and Trademark Office (the "USPTO");

WHEREAS, Obligors have made repayment to Lender of all amounts borrowed under the Loan Agreement or otherwise except for Obligors' reimbursement obligations to Lender with respect to Letter of Credit No. 31164-93607 (the "Letter of Credit"); and

WHEREAS, Lender has fulfilled all of its obligations to each Obligor under the Loan Agreement or otherwise except for the obligations with respect to the Letter of Credit.

NOW, THEREFORE, in consideration of the mutual representations, releases and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, Lender and the Obligors hereby agree as follows:

1. Definition. The term "IP Collateral", as used herein, shall mean all of Lender's right, title and interest of every kind and nature in the intellectual property of the Obligors, including without limitation the trademark registrations of the Obligors filed with the USPTO or the equivalent body in any other jurisdiction.


2. Release of Security Interests. Lender, on behalf of itself and its successors and assigns, hereby releases, discharges, terminates and relinquishes all security interests, charges and encumbrances that it has pursuant to the Loan Agreements in any right, title and interest of Obligors, and reassigns, transfers and conveys to Obligors all right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage, security interest, or collateral assignment in the IP Collateral and authorizes the Obligors to file terminations of its security interests in the IP Collateral with the USPTO.

3. Further Cooperation. Lender shall take all further actions, and provide to Obligors and the 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 Obligors their its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Agreement; provided that the foregoing shall be at Obligors' sole cost and expense.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Release as of the date set forth above.

OBLIGORS:

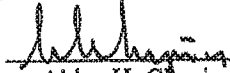
DISTINCTIVE APPAREL, INC., a
Delaware corporation

By: 
Name: Aldus H. Chapin II
Title: President and Chief Executive Officer

**TRAVELSMITH OUTFITTERS
HOLDINGS, LLC,** a Delaware limited
liability company

By: Distinctive Apparel, Inc., a Delaware
corporation

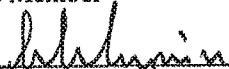
Its: Sole Member

By: 
Name: Aldus H. Chapin II
Title: President and Chief Executive
Officer

CHASING FIREFLIES HOLDINGS, LLC,
a Delaware limited liability company

By: Distinctive Apparel, Inc., a Delaware
corporation

Its: Sole Member

By: 
Name: Aldus H. Chapin II
Title: President and Chief Executive
Officer

LENDER:

**THE PRIVATEBANK AND TRUST
COMPANY**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Release as of the date set forth above.

OBLIGORS:

DISTINCTIVE APPAREL, INC., a
Delaware corporation

TRAVELSMITH OUTFITTERS
HOLDINGS, LLC, a Delaware limited
liability company

By: Distinctive Apparel, Inc., a Delaware
corporation
Its: Sole Member

By: _____
Name: Aldus H. Chapin II
Title: President and Chief Executive Officer

By: _____
Name: Aldus H. Chapin II
Title: President and Chief Executive
Officer

CHASING FIREFLIES HOLDINGS, LLC,
a Delaware limited liability company

By: Distinctive Apparel, Inc., a Delaware
corporation
Its: Sole Member

By: _____
Name: Aldus H. Chapin II
Title: President and Chief Executive
Officer

LENDER:

THE PRIVATEBANK AND TRUST
COMPANY

By: Jennifer L. Kempton
Name: Jennifer L. Kempton
Title: Managing Director