

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON, AS COLLATERAL AGENT		05/21/2018	BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	James Perse Enterprises, Inc.		
Street Address:	7373 Flores Street		
City:	Downey		
State/Country:	CALIFORNIA		
Postal Code:	90242		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5119602	OFF WHITE	
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<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:	2122925390		
Email:	mail@ipcounselors.com		
Correspondent Name:	EPSTEIN DRANGEL LLP		
Address Line 1:	60 EAST 42ND STREET		
Address Line 2:	SUITE 2520		
Address Line 4:	NEW YORK, NEW YORK 10165		
NAME OF SUBMITTER:	WILLIAM C. WRIGHT		
SIGNATURE:	/WILLIAM C. WRIGHT/		
DATE SIGNED:	05/29/2018		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of May 21, 2018, is made by The Bank of New York Mellon, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent"), in favor of James Perse Enterprises, Inc. (the "Grantor"). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement (as hereinafter defined), and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, the Grantor, certain Subsidiaries of the Grantor as guarantors thereto, the Administrative Agent, the Collateral Agent, and the other banks and financial institutions from time to time party thereto entered into that certain Credit Agreement dated as of July 29, 2014 (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Grantor, certain of its Subsidiaries and the Collateral Agent entered into (i) that certain Pledge and Security Agreement dated as of July 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") and (ii) that certain Trademark Security Agreement dated as of July 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title and interest in and to the name, words and phrase "Off White", including in and to the U.S. registration for the mark OFF WHITE, Reg. No. 5119602, as listed in Schedule A attached hereto, and any and all other right, title or interest Grantor may have therein (the "Released Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 31, 2014 at Reel/Frame 5333/0664;

WHEREAS, the Collateral Agent has been advised by the Grantor that the disposition of the Released Collateral is permitted by Section 6.8(e) of the Credit Agreement.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on its own behalf and on behalf of the Secured Parties, hereby releases, cancels and discharges fully its and the Secured Parties' security interest in, and reassigns without recourse, representation or warranty of any kind to the Grantor all of its and the Secured Parties' right, title and interest in and to, the Released Collateral and authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, the Collateral Agent, by its duly authorized officer,
has executed this Release of Security Interest in Trademarks as of the date first written above.

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 

Name: Faran Ives

Title: Vice President

SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARKS

	Trademark	Registration Number	Registration Date	Status	Owner
1.	OFF WHITE	5119602	1/10/2017	REGISTERED	James Perse Enterprises, Inc.