

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486847

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in United States Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vince, LLC		08/21/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as Agent		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87977980	VINCE	
<b>Registration Number:</b>	5537419	VINCE	
<b>Registration Number:</b>	3680680	VINCE	
<b>Registration Number:</b>	3954985	VINCE.	
<b>Registration Number:</b>	3954984	VINCE.	
<b>Registration Number:</b>	4871120	VINCE	
<b>Registration Number:</b>	4902930	VINCE	
<b>Registration Number:</b>	4251580	VINCE	
<b>Registration Number:</b>	4258156	VINCE.	
<b>Registration Number:</b>	2929250	VINCE	
<b>Registration Number:</b>	4902935	VINCE.	
<b>Registration Number:</b>	5215427	VINCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>			
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@morganlewis.com		
<b>Correspondent Name:</b>	Linda A. Salera, Senior Paralegal		

CH \$315.00 87977980

TRADEMARK

**Address Line 1:** One Federal Street  
**Address Line 2:** c/o Morgan, Lewis & Bockius LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**NAME OF SUBMITTER:** Linda A. Salera

**SIGNATURE:** /Linda A. Salera/

**DATE SIGNED:** 08/21/2018

**Total Attachments: 4**

source=Vince - Grant of Security Interest in US Trademarks#page1.tif  
source=Vince - Grant of Security Interest in US Trademarks#page2.tif  
source=Vince - Grant of Security Interest in US Trademarks#page3.tif  
source=Vince - Grant of Security Interest in US Trademarks#page4.tif

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**August 21, 2018**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the undersigned (the “Grantor”), hereby grants (this “Grant”) to CITIZENS BANK, N.A., as administrative agent (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the “Marks”), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Guarantee and Collateral Agreement by, among others, the Grantor and the Grantee, dated as of August 21, 2018 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Grant by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Grant.

hereof. *IN WITNESS WHEREOF*, the undersigned have executed this Grant as of the date

VINCE, LLC, as Grantor

By: David Stefko  
Name: David Stefko  
Title: Chief Financial Officer

ACKNOWLEDGED:

CITIZENS BANK, N.A.,  
as Agent

By: Terrence Broderick  
Name: Terrence Broderick  
Title: Senior Vice President

Schedule A

Owner	TM	Country	App. No	Reg. No	Reg. Date	Int. Cls	TM Status
Vince, LLC	VINCE	USA	87977980			24	Pending
Vince, LLC	VINCE	USA	87977889	5537419	8/7/18	35	Registered
Vince, LLC	VINCE	USA	77372502	3680680	9/8/09	35	Registered
Vince, LLC	VINCE	USA	85129401	3954985	5/3/11	35	Registered
Vince, LLC	VINCE	USA	85129380	3954984	5/3/11	25	Registered
Vince, LLC	VINCE	USA	85983917	4871120	12/15/15	25	Registered
Vince, LLC	VINCE	USA	86977980	4902930	2/16/16	18	Registered
Vince, LLC	VINCE	USA	85542556	4251580	11/27/12	25	Registered
Vince, LLC	VINCE.	USA	85129527	4258156	12/11/12	25	Registered
Vince, LLC	VINCE	USA	76380074	2929250	3/1/05	25	Registered
Vince, LLC	VINCE	USA	86978017	4902935	2/16/16	18	Registered
Vince, LLC	VINCE	USA	87975201	5,215,427	5/30/17	25	Registered