

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487269

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A.		08/21/2018	NATIONAL ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VINCE, LLC		
<b>Street Address:</b>	500 5th Avenue 20th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76380074	VINCE	
<b>Serial Number:</b>	85129527	VINCE.	
<b>Serial Number:</b>	85482442	VINCE	
<b>Serial Number:</b>	77372502	VINCE	
<b>Serial Number:</b>	85129535	VINCE.	
<b>Serial Number:</b>	85542556	VINCE	
<b>Serial Number:</b>	85023853	VINCE	
<b>Serial Number:</b>	85164464	VINCE	
<b>Serial Number:</b>	85129380	VINCE.	
<b>Serial Number:</b>	85164483	VINCE	
<b>Serial Number:</b>	85129401	VINCE.	
<b>Serial Number:</b>	85482429	VINCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		

CH \$315.00 76380074

**Address Line 2:** 601 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 16867-11

**NAME OF SUBMITTER:** Susan Zablocki

**SIGNATURE:** /susan zablocki/

**DATE SIGNED:** 08/23/2018

**Total Attachments: 4**

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source=Vince - Trademark Release (Term Agent) Execution Version#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of August 21, 2018 (this "Release"), by BANK OF AMERICA, N.A., as the Administrative Agent (the "Agent").

A. Reference is made to (i) that certain Credit Agreement dated as of November 27, 2013 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Credit Agreement"), among Vince, LLC, a Delaware limited liability company ("Vince"), Vince Intermediate Holding, LLC, a Delaware limited liability company ("Intermediate Holdings" and, together with Vince, each a "Borrower" and collectively, the "Borrowers"), Vince Holding Corp., a Delaware corporation ("Holdings"), the lenders from time to time party thereto, the other persons party thereto and the Agent, (ii) that certain Guarantee and Collateral Agreement dated as of November 27, 2013 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Guarantee and Collateral Agreement"), among Vince, Intermediate Holdings, Holdings, the Subsidiary Guarantors from time to time party thereto and the Agent and (iii) that certain Trademark Security Agreement dated as of November 27, 2013, among Vince and the Agent (the "Trademark Security Agreement" and, together with the Guarantee and Collateral Agreement, the "Security Agreements").

B. Pursuant to the Security Agreements, the Borrowers (in such capacities, the "Grantors") granted to the Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantors in, among other things, the Trademarks set forth on Schedule I hereto (the "Trademark Collateral"), and pursuant to the Trademark Security Agreements, such security interest was recorded with the United States Patent & Trademark Office (the "USPTO") on November 27, 2013 at Reel/Frame 5163/0090.

C. Pursuant to the Payoff Letter dated as of August 21, 2018, among the Borrowers, Holdings and the Agent, the Agent agreed to release any and all liens and security interests it may have in the Trademark Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, does hereby state as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Trademark Security Agreement, the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Release. The Agent, on behalf of itself, the Secured Parties and their permitted successors and assigns, does hereby terminate the Trademark Security Agreement and release, relinquish and discharge its and their lien and security interest granted under the Security Agreements in the Trademark Collateral and any right, title or interest granted under the Security Agreements it has in the Trademark Collateral shall

hereby cease and become void. This Release is made without representation or warranty by, or recourse to, the Agent or any other Secured Party.

SECTION 3. Further Assurances. The Agent hereby authorizes the Grantors or the Grantors' authorized representative to record this Release with the USPTO. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby, solely at the Borrowers' cost.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH  
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed  
as of the day and year first above written.

BANK OF AMERICA, N.A., as Agent

By: \_\_\_\_\_

Name:

Title:

*Denise Jones*  
**Denise Jones**  
**Vice President**

[[3865458]]

*[Signature Page to Release (Trademarks)]*

**TRADEMARK**  
**REEL: 006421 FRAME: 0695**

## SCHEDULE I

### Trademarks

<b>Jurisdiction</b>	<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Record Owner</b>
United States Of America	VINCE	76380074	March 8, 2002	2929250	March 1, 2005	Vince, LLC
United States Of America	VINCE	77372502	January 15, 2008	3680680	September 8, 2009	Vince, LLC
United States Of America	VINCE	85023853	April 27, 2010	3861098	October 12, 2010	Vince, LLC
United States Of America	VINCE	85129380	September 14, 2010	3954984	May 3, 2011	Vince, LLC
United States Of America	VINCE	85129401	September 14, 2010	3954985	May 3, 2011	Vince, LLC
United States Of America	VINCE	85129527	September 14, 2010	4258156	December 11, 2012	Vince, LLC
United States Of America	VINCE	85129535	September 14, 2010	N/A	N/A	Vince, LLC
United States Of America	VINCE	85164464	October 29, 2010	N/A	N/A	Vince, LLC
United States Of America	VINCE	85164483	October 29, 2010	N/A	N/A	Vince, LLC
United States Of America	VINCE	85482429	November 29, 2011	N/A	N/A	Vince, LLC
United States Of America	VINCE	85482442	November 29, 2011	N/A	N/A	Vince, LLC
United States Of America	VINCE	8554255	February 14, 2012	4251580	November 27, 2012	Vince, LLC