

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM497398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		11/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nine West Development LLC		
Street Address:	1411 Broadway		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Camuto Consulting, Inc.		
Street Address:	411 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87119063	GAROLINI	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	24466-17		

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NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	11/08/2018
Total Attachments: 8 source=Nine West - Cortland Capital Market Services Lien Release on Trademarks (Camuto Trademark) (Executed)#page1.tif source=Nine West - Cortland Capital Market Services Lien Release on Trademarks (Camuto Trademark) (Executed)#page2.tif source=Nine West - Cortland Capital Market Services Lien Release on Trademarks (Camuto Trademark) (Executed)#page3.tif source=Nine West - Cortland Capital Market Services Lien Release on Trademarks (Camuto Trademark) (Executed)#page4.tif source=Nine West - Cortland Capital Market Services Lien Release on Trademarks (Camuto Trademark) (Executed)#page5.tif source=Nine West - Cortland Capital Market Services Lien Release on Trademarks (Camuto Trademark) (Executed)#page6.tif source=Nine West - Cortland Capital Market Services Lien Release on Trademarks (Camuto Trademark) (Executed)#page7.tif source=Nine West - Cortland Capital Market Services Lien Release on Trademarks (Camuto Trademark) (Executed)#page8.tif	

RELEASE OF SECURITY INTEREST

This **RELEASE OF SECURITY INTEREST** (the “Release”), dated as of November 5, 2018, is made by **CORTLAND CAPITAL MARKET SERVICES LLC** (the “Lienholder”) in favor of Nine West Development LLC, as prior owner of the trademark identified on Schedule A hereto, and Camuto Consulting, Inc., as successor thereto.

Whereas, pursuant to the Trademark Security Agreement dated as of April 11, 2018 and recorded in the U.S. Patent and Trademark Office on April 12, 2018 at Reel 6374 Frame 0339 (the “Security Agreement”), Kasper Group LLC, One Jeanswear Group Inc., and Nine West Development LLC (together, the “Grantors”) granted the Lienholder a lien on and continuing security interest in all of their right, title and interest in, to and under certain United States trademarks set forth on Schedule A to the Security Agreement;

Whereas, an Assignment of United States Trademark Applications, attached hereto as Exhibit A, was executed September 29, 2016 assigning, inter alia, the trademark listed on Schedule A hereto to Camuto Consulting, Inc. (the “Camuto Trademark”);

Whereas the trademarks identified on Schedule A to the Security Agreement erroneously included the Camuto Trademark listed on Schedule A hereto which is the property of Camuto Consulting, Inc. and in which Grantors have no interest; and

Whereas, this Release is being executed to remedy the obvious error of including the Camuto Trademark on Schedule A to the Security Agreement.

NOW, THEREFORE, the Lienholder hereby releases, without representation, recourse or warranty whatsoever, the security interest (if any) that the Lienholder may have in the Camuto Trademark listed on Schedule A attached hereto, whether granted pursuant to the Security Agreement or any other agreement or document delivered in connection with the Security Agreement.

The Lienholder agrees, at the expense of the Grantors, to cooperate with the Grantors and to provide the Grantors with the information and additional authorization reasonably required to effect and record the release of the Lienholder’s security interests (if any) in such Camuto Trademark listed on Schedule A attached hereto.

By its execution hereof, the Lienholder and Nine West Development LLC acknowledge and agree that the Camuto Trademark shall be deemed deleted from Schedule A to the Security Agreement with the same effect as if it was never included thereon.

[Signature Page Follows]

IN WITNESS WHEREOF, the Successor Agent has executed this Release as of the date first above written.

**CORTLAND CAPITAL MARKET
SERVICES LLC**, as Successor Agent and
Grantee

By: _____

Name: _____
Matthew Trybula
Associate Counsel

Title: _____
Authorized Signatory

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST ABOVE WRITTEN.

NINE WEST DEVELOPMENT LLC

By: 

Name: Ralph A. Schipani

Title: President

Schedule A

TRADEMARK	APPLICATION NO.	APPLICATION DATE
GAROLINI	87119063	7/28/2016

Exhibit A

ASSIGNMENT OF UNITED STATES TRADEMARK APPLICATIONS

This ASSIGNMENT OF UNITED STATES TRADEMARK APPLICATIONS (this "Assignment") is dated as of _____, 201_ ("Effective Date"), between NINE WEST DEVELOPMENT LLC, a Delaware limited liability company ("Assignee"), and CAMUTO CONSULTING, INC., D/B/A CAMUTO GROUP, a Delaware limited liability company ("Assignor") (collectively the "Parties").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to Section 1 and Section 6.1(b) of the Purchase Agreement, Assignor agreed to, inter alia, assign to Assignee all of Assignor's rights, title and interests in and to the Trademarks, including the trademark registrations and trademark applications listed on Schedule 1 hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its rights, title and interests (whether statutory, common law or otherwise) in and to the Trademarks, including the Assigned Trademarks, and all goodwill associated with the Trademarks including any of Assigned Trademarks. The foregoing assignment includes the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, including the Assigned Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor in or to the Trademarks.

2. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks. Nothing contained in this Assignment shall release either the Assignor or the Assignee from any of their respective obligations under the Purchase Agreement or in any way diminish, limit, enlarge or modify any of the representations, warranties, indemnities, covenants, agreements or in general, any rights and remedies, and any of the obligations of such parties set forth in the Purchase Agreement. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Any capitalized term used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

3. At Assignee's reasonable request and expense, each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. This Assignment shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof.

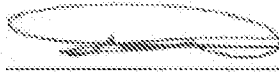
6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.


ASSIGNOR:

NINE WEST DEVELOPMENT LLC

By: 
Name: _____
Title: _____

ASSIGNEE:

CAMUTO CONSULTING, INC., D/B/A CAMUTO GROUP

By: 
Name: _____
Title: _____

SCHEDULE 1

U.S. Trademark Applications:

GAROLINI and JOAN & DAVID United States Applications

Mark	Appl'n Date	Appl'n #	Reg'n Date	Reg'n #	Inter. Class	Owner
GAROLINI	July 28, 2016	87/119,063			25	Nine West Development LLC
Mark	Appl'n Date	Appl'n #	Reg'n Date	Reg'n #	Inter. Class	Owner
JOAN & DAVID	Jun 8 2015	86/651,256			14	Nine West Development LLC
JOAN & DAVID	Jun 10 2015	86/657,536			18	Nine West Development LLC

Enzo A Exhibit B-1 US TM Assignment.docx