

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		02/12/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	CALCEUS ACQUISITION, INC.		
Street Address:	6 Ashley Drive		
City:	Scarborough		
State/Country:	MAINE		
Postal Code:	04047		
Entity Type:	Corporation: DELAWARE		
Name:	Calceus MidCo, Inc.		
Street Address:	6 Ashley Drive		
City:	Scarborough		
State/Country:	MAINE		
Postal Code:	04047		
Entity Type:	Corporation: DELAWARE		
Name:	Cole Haan LLC		
Street Address:	6 Ashley Drive		
City:	Scarborough		
State/Country:	MAINE		
Postal Code:	04047		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Cole Haan Company Store		
Street Address:	6 Ashley Drive		
City:	Scarborough		
State/Country:	MAINE		
Postal Code:	04047		
Entity Type:	Corporation: MAINE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3948432	GENEVIEVE	
TRADEMARK			

CH \$365.00 3948432

Property Type	Number	Word Mark
Registration Number:	1335632	BRAGANO
Registration Number:	1737633	COLE HAAN
Registration Number:	1636109	COLE HAAN
Registration Number:	1711855	COLE HAAN
Registration Number:	1607846	COLE HAAN
Registration Number:	3593212	COLE HAAN
Registration Number:	3618399	COLE HAAN
Registration Number:	3949420	
Registration Number:	3949419	
Serial Number:	77648775	COLE, ROOD & HAAN CO.
Registration Number:	1791590	COLE-HAAN
Registration Number:	0832977	COLE-HAAN
Registration Number:	1698236	COLE-HAAN

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	02/12/2019

Total Attachments: 6
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of February 12, 2019 and delivered by Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties under the Intellectual Property Security Agreement referred to below (in such capacity, the "Collateral Agent"), in favor of Calceus Acquisition, Inc., Calceus MidCo, Inc., Cole Haan LLC and Cole Haan Company Store (collectively, the "Grantors"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (as defined below).

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of February 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") among the Grantors, the Collateral Agent and certain other parties thereto, in order in order to secure payments of certain Obligations (as defined in the Credit Agreement, as such term is defined in the Intellectual Property Security Agreement), each Grantor assigned, pledged and granted to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to all (i) Trademarks, including those listed on Schedule I hereto, (ii) Patents, including those listed on Schedule II hereto, (iii) Copyrights, including those listed on Schedule III hereto, (iv) Licenses, (v) all other Intellectual Property and (vi) all Proceeds and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given with respect to any of the foregoing (in each case to the extent the same constitute Collateral (as defined in the Intellectual Property Security Agreement)) (collectively, the "Intellectual Property Collateral").

WHEREAS, the Intellectual Property Security Agreement evidencing the security interest granted by the Grantors in favor of the Collateral Agent was recorded with the United States Patent and Trademark Office on February 7, 2013 (i) with respect to the Patents at Reel/Frame 029771/0588 and (ii) with respect to the Trademarks on Reel/Frame 004957/0473.

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself, its successors and assigns, and the Secured Parties, hereby terminates, releases and forever discharges any and all security interests it has in the Intellectual Property Collateral, terminates the IP Security Agreement, and retransfers and reassigns to the Grantors without representation or warranty of any kind, express or implied, free and clear of any claims by the Collateral Agent, all right, title or interest of the Collateral Agent in, to or under the Intellectual Property Collateral.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

Jefferies Finance LLC,
as Collateral Agent


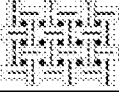

By: 
Name: ~~Brian~~ Buoye
Title: Managing Director

[Signature Page to IP Release]

TRADEMARK
REEL: 006559 FRAME: 0478

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER OF RECORD
United States	GENEVIEVE	77/758,343	6/12/2009	3948432	4/19/2011	Cole Haan LLC
United States	BRAGANO	73/473643	4/3/1984	1335632	5/14/1985	Cole Haan LLC
United States	COLE HAAN	74/053292	4/26/1990	1737633	12/1/1992	Cole Haan LLC
United States	COLE HAAN	74/053296	4/26/1990	1636109	2/26/1991	Cole Haan LLC
United States	COLE HAAN	74/221148	11/13/1991	1711855	9/1/1992	Cole Haan LLC
United States	COLE HAAN	74/004085	11/20/1989	1607846	7/24/1990	Cole Haan LLC
United States	COLE HAAN	78/903121	6/7/2006	3,593,212	3/17/2009	Cole Haan LLC
United States		77/434999	3/28/2008	3,618,399	5/12/2009	Cole Haan LLC
United States		77/134862	3/19/2007	3,949,420	4/19/2011	Cole Haan LLC
United States		77/134858	3/19/2007	3949419	4/19/2011	Cole Haan LLC
United States	COLE, ROOD & HAAN CO.	77/648,775	1/13/2009			Cole Haan LLC
United States	COLE-HAAN	74/329526	11/9/1992	1791590	9/7/1993	Cole Haan LLC
United States	COLE-HAAN	72/257538	10/28/1966	832977	8/1/1967	Cole Haan LLC
United States	COLE-HAAN	74/002386	11/20/1989	1698236	6/30/1992	Cole Haan LLC

SCHEDULE II

PATENTS AND PATENT APPLICATIONS

Jurisdiction	Title	(App. No./ Patent No.	(App. Date) Issue Date	Record Owner
United States	Handbag with Applied Weave Pattern	D613,942	4/20/2010	Cole Haan
United States	Purse	D610,803	3/2/2010	Cole Haan
United States	Portion of a Card Holder	D446,934	8/28/2001	Cole Haan
United States	Card Holder	D446,647	8/21/2001	Cole Haan
United States	Portion of a Card Holder	D446,648	8/21/2001	Cole Haan
United States	Portion of a Card Holder	D447,338	9/4/2001	Cole Haan
United States	Portion of a Card Holder	D446,933	8/28/2001	Cole Haan
United States	Portion of a Card Holder	D447,868	9/18/2001	Cole Haan
United States	Shoe Insert	D407,555	4/6/1999	Cole Haan
United States	Shoe Heel and Toe Guard	D403,495	1/5/1999	Cole Haan

SCHEDULE III
COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.