

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT FINANCE LLC		04/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JOHN VARVATOS APPAREL CORP.		
Street Address:	26 West 17th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3794555	FREE THE NOISE	
Registration Number:	3431137		
Registration Number:	3617500	JOHN VARVATOS	
Registration Number:	2948321	JOHN VARVATOS	
Registration Number:	3332268	JOHN VARVATOS	
Serial Number:	77671624	JOHN VARVATOS	
Registration Number:	3825727	JOHN VARVATOS ARTISAN	
Registration Number:	4122158	JOHN VARVATOS ARTISAN BLACK	
Registration Number:	3905731	JOHN VARVATOS BOWERY NYC	
Serial Number:	77728339	JOHN VARVATOS BOWERY NYC	
Serial Number:	77725260	JOHN VARVATOS BOWERY NYC	
Registration Number:	3674479	JOHN VARVATOS U.S.A.	
Serial Number:	85294158	JOHN VARVATOS U.S.A.	
Registration Number:	3413318	JOHN VARVATOS VINTAGE	
Serial Number:	85314002		
Serial Number:	85314030		
Serial Number:	85451830		
Serial Number:	85553296	JOHN VARVATOS U.S.A.	
Serial Number:	86212185	JOHN VARVATOS RECORDS	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86282577	PEACE ROCKS
Serial Number:	85680641	JOHN VARVATOS
Serial Number:	85710443	
Serial Number:	85832949	STYLE & SUBSTANCE
Serial Number:	85723690	VV

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: 2125584229
Email: demarcor@sullcrom.com
Correspondent Name: Raffaele DeMarco
Address Line 1: 125 Broad Street
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	022229/10
NAME OF SUBMITTER:	Raffaele DeMarco
SIGNATURE:	/Raffaele DeMarco/
DATE SIGNED:	04/22/2019

Total Attachments: 4
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TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Termination and Release”), dated as of April 22, 2019, is granted by CIT FINANCE LLC, a Delaware limited liability company, located at 11 West 42nd Street, New York, NY 10036, as administrative agent and collateral agent for its own benefit and the benefit of the other Credit Parties (the “Grantee”), in favor of JOHN VARVATOS APPAREL CORP., a Delaware corporation with its principal place of business at 26 West 17th Street, New York, NY (the “Grantor”).

WHEREAS, pursuant to that certain Grant of Security Interest in United States Trademarks, dated as of April 30, 2012, made by the Grantor in favor of the Grantee (the “Pledge and Security Agreement”), a security interest (the “Initial Security Interest”) was granted in certain Intellectual Property Collateral, and the Pledge and Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office (the “USPTO”) on May 2, 2012, at Reel 4769, Frame 0536;

WHEREAS, as a supplement to the Pledge and Security Agreement, the Grantor entered into that certain First Supplement to Grant of Security Interest in United States Trademarks, dated as of December 18, 2015, in favor of the Grantee (the “Supplemental Security Agreement”), whereby a security interest (collectively with the Initial Security Interest, the “Security Interest”) was granted by the Grantor to the Grantee in additional Intellectual Property Collateral, and the Supplemental Security Agreement was recorded with the USPTO on December 18, 2015, at Reel 5692, Frame 0887; and

WHEREAS, the Grantee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Pledge and Security Agreement and the Supplemental Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Grantee hereby agrees as follows:

1. Definitions. The terms “Credit Parties”, “Proceeds”, “Obligations”, “Trademarks” and “Intellectual Property Collateral” shall have the meaning provided by reference in the Pledge and the Security Agreement. The term “Trademark Collateral,” as used herein, shall mean all of the Grantor’s right, title and interest in each United States Trademark (including, without limitation, those items listed on Schedule A hereto), as a component of Intellectual Property Collateral, and all products and Proceeds thereof (including, without limitation, goodwill) that accrue to the Grantee for the benefit of the Grantee and the other Credit Parties to secure payment, performance and observance of the Obligations.

2. Release of Security Interest. The Grantee hereby irrevocably terminates, releases and discharges the entirety of its Security Interest in the Trademark Collateral, and any right, title or interest the Grantee may have in such Trademark Collateral shall hereby cease and

become void. To the extent the Grantee has acquired any right, title, or interest in the Trademark Collateral, the Grantee hereby irrevocably assigns to the Grantor all such right, title, and interest.

3. Release of Security Agreements. The Grantee hereby releases and terminates the Pledge and Security Agreement and Supplemental Security Agreement.

4. Further Assurances. The Grantee hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby. The Grantee (i) authorizes the Grantor or any of its authorized representatives to file this Termination and Release with the USPTO or any other applicable government office and (ii) authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Termination and Release.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first written above.

CIT FINANCE LLC,
as Grantee

By: 

Name: Robert L. Klein

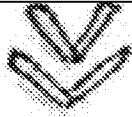
Title: Director

[Termination and Release of Grant of Security Interest in United States Trademarks Signature Page]

TRADEMARK
REEL: 006625 FRAME: 0134

Schedule A

United States Trademark Registrations

Trademark	Registration/Application Number
Free the Noise	3794555
Design Only	3431137
John Varvatos	3617500
John Varvatos	2948321
John Varvatos	3332268
John Varvatos	77671624
John Varvatos Artisan	3825727
John Varvatos Artisan Black	4122158
John Varvatos Bowery NYC	3905731
John Varvatos Bowery NYC	77728339
John Varvatos Bowery NYC	77725260
John Varvatos U.S.A. and Design	3674479
John Varvatos U.S.A. and Design	85294158
John Varvatos Vintage	3413318
Design Only	85314002
Design Only	85314030
Design Only	85451830
John Varvatos	85553296
JOHN VARVATOS RECORDS	86212185
PEACE ROCKS	86282577
JOHN VARVATOS	85680641
★ ★ ★	85710443
STYLE & SUBSTANCE	85832949
 (VV Logo)	85723690