

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521620

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		04/29/2019	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	CCC Acquisition Corp.		
Street Address:	501 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1019457	BEACH 'N BEYOND	
Registration Number:	0811384	SANDCASTLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1075776 TM Cluit		
NAME OF SUBMITTER:	Jordana Dreyfuss		
SIGNATURE:	/Jordana Dreyfuss/		
DATE SIGNED:	05/01/2019		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 29, 2019 (this “Release”), is made by Barclays Bank PLC, in its capacity as collateral agent (the “Collateral Agent”) for the Secured Parties (and, to the extent provided in Section 7.1 of the Security Agreement, the Debenture Trustee on behalf of the 2023 Debentures Holders), in favor of CCC Acquisition Corp., a Delaware corporation (“CCC”); Cluett, Peabody & Co., Inc., a Delaware corporation (“CP&C”); PVH Corp. (f/k/a Phillips-Van Heusen Corporation), a Delaware corporation (“PVH”); PVH Neckwear Inc. (f/k/a PVH Superba/Insignia Neckwear, Inc.), a Delaware corporation (“Neckwear”); Tommy Hilfiger Licensing LLC, a Delaware limited liability Company (“THL”); Warnaco Inc., a Delaware corporation (“Warnaco”); Warnaco Swimwear Inc., a Delaware corporation (“WSI”); Warnaco Swimwear Products Inc., a Delaware corporation (“WSP”); and Warnaco U.S., Inc., a Delaware corporation (“WUS”). Each of CCC, CP&C, PVH, Neckwear, THL, Warnaco, WSI, WSP, and WUS are referred to herein individually as a “Grantor” and collectively, as the “Grantors”. Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below).

WHEREAS, Grantors are party to a U.S. Pledge and Security Agreement, dated as of February 13, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, Grantors executed and delivered that certain Trademark Security Agreement, dated as of February 13, 2013 (the “Trademark Security Agreement”), in favor of the Collateral Agent, which was recorded in the United States Patent and Trademark Office on April 11, 2013 at (i) Reel 5004, Frame 0799 (with respect to CP&C, as the Grantor), (ii) Reel 5004, Frame 0689 (with respect to CCC, as the Grantor), (iii) Reel 5002, Frame 0623 (with respect to PVH, as the Grantor), (iv) Reel 5004, Frame 0737 (with respect to Neckwear, as the Grantor), (v) Reel 5002, Frame 0700 (with respect to THL, as the Grantor), (vi) Reel 5004, Frame 0876 (with respect to Warnaco, as the Grantor), (vii) Reel 5002, Frame 0662 (with respect to WSI, as the Grantor), (viii) Reel 5005, Frame 0097 (with respect to WSP, as the Grantor) and (ix) Reel 5003, Frame 0040 (with respect to WUS, as the Grantor);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (and, to the extent provided in Section 7.1 of the Security Agreement, the Debenture Trustee on behalf of the 2023 Debentures Holders), a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether then owned or existing or at any time thereafter acquired and wherever located: all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit then or thereafter due and/or payable with respect thereto and (vi) all other rights of any kind

accruing thereunder or pertaining thereto throughout the world (collectively, the “Trademark Collateral”); and

WHEREAS, the Grantors have requested that the Collateral Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby releases and terminates in its entirety its security interest in and continuing lien on the Trademark Collateral, and discharges, quit claims, and relinquishes unto each Grantor, and re-assigns to each Grantor, in each case as applicable, any and all right, title or interest it may have in, to, or under the Trademark Collateral of such Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCLAYS BANK PLC, as Collateral
Agent

By: 

Name: Ritam Bhalla

Title: Director

[Signature Page to Trademark Release]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner: CCC Acquisition Corp.

	CCC ACQUISITION CORP. Mark	Application No. Filing Date	Registration No. Registration Date	Status
1.	BEACH 'N BEYOND	73031832 12-SEP-1974	1019457 02-SEP-1975	Registered.
2.	SANDCASTLE	72221897 24-JUN-1965	0811384 19-JUL-1966	Registered.