

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521623

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:	PVH NECKWEAR, INC. (F/K/A PVH SUPERBA/INSIGNIA NECKWEAR, INC.)
Street Address:	200 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1488041	BUGATTI
Registration Number:	2932123	CITY OF LONDON
Registration Number:	2334579	FERRELL REED
Registration Number:	1412437	AMERICAN TRADITIONS
Registration Number:	1906596	ANIMAL KINGDOM
Registration Number:	1722068	CITY OF LONDON BY FERRELL REED
Registration Number:	3394012	DL
Registration Number:	2752354	DON LOPER
Registration Number:	842497	DON LOPER
Registration Number:	2111371	ESSANTE
Registration Number:	1198016	EUROSILK
Registration Number:	1722067	FR FERRELL REED
Registration Number:	3143287	MOUNT ROW
Registration Number:	2909264	NOEL
Registration Number:	1524661	PALATINA
Registration Number:	1851115	PETER THOMAS
Registration Number:	1323355	STRING BEANS
Registration Number:	1999182	STUDIO 1735

OP \$540.00 1488041

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	411015	SUGAR AND SPICE
Registration Number:	3137267	TIE TALES
Registration Number:	2499715	WESTBURY

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: 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 PVH Neckwear

NAME OF SUBMITTER: Jordana Dreyfuss

SIGNATURE: /Jordana Dreyfuss/

DATE SIGNED: 05/01/2019

Total Attachments: 5

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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: PVH Neckwear, Inc.

	PVH NECKWEAR, INC. Mark	Application No. Filing Date	Registration No. Registration Date	Status
1.	BUGATTI	73630787 17-NOV-1986	1488041 17-MAY-1988	Registered.
2.	CITY OF LONDON	78318550 24-OCT-2003	2932123 08-MAR-2005	Registered.
3.	EUROSILK	85804982 18-DEC-2012		Pending; Intent to Use.
4.	FERRELL REED	75514870 07-JUL-1998	2334579 28-MAR-2000	Registered.

Owner: PVH Superba/Insignia Neckwear, Inc.

	PVH SUPERBA/INSIGNIA NECKWEAR, INC. Mark	Application No. Filing Date	Registration No. Registration Date	Status
1.	AMERICAN TRADITIONS	73589180 20-MAR-1986	1412437 07-OCT-1986	Registered.
2.	ANIMAL KINGDOM	74341514 21-DEC-1992	1906596 18-JUL-1995	Registered.
3.		74159902 23-APR-1991	1722068 06-OCT-1992	Registered.
4.		77046738 17-NOV-2006	3394012 11-MAR-2008	Jointly owned with TBAC Investment Trust. Registered.
5.	DON LOPER	76429247 10-JUL-2002	2752354 19-AUG-2003	Jointly owned with TBAC Investment Trust. Registered.
6.	DON LOPER	72257209 25-OCT-1966	0842497 16-JAN-1968	Jointly owned with TBAC Investment Trust. Registered.

	PVH SUPERBA/INSIGNIA NECKWEAR, INC. Mark	Application No Filing Date	Registration No Registration Date	Status
7.	ESSANTE	75107500 21-MAY-1996	2111371 04-NOV-1997	Registered.
8.	EUROSILK	73306059 15-APR-1981	1198016 15-JUN-1982	Registered.
9.	 FERRELL REED	74159901 23-APR-1991	1722067 06-OCT-1992	Registered.
10.	MOUNT ROW	78504338 22-OCT-2004	3143287 12-SEP-2006	Registered.
11.	NOEL	78273527 12-JUL-2003	2909264 07-DEC-2004	Registered.
12.	PALATINA	73737579 22-JUN-1988	1524661 14-FEB-1989	Registered.
13.	PETER THOMAS	74236879 13-JAN-1992	1851115 23-AUG-1994	Registered.
14.	STRING BEANS	73416330 07-MAR-1983	1323355 05-MAR-1985	Registered.
15.	STUDIO 1735	74624172 23-JAN-1995	1999182 10-SEP-1996	Registered.
16.		71466469 10-JAN-1944	0411015 02-JAN-1945	Registered.
17.	TIE TALES	78644634 06-JUN-2005	3137267 29-AUG-2006	Registered.
18.	WESTBURY COLLECTION	75895878 12-JAN-2000	2499715 23-OCT-2001	Registered.