# CH \$140.00 862512

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM537367

| SUBMISSION TYPE:      | NEW ASSIGNMENT               |
|-----------------------|------------------------------|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

## **CONVEYING PARTY DATA**

| Name               | Formerly | Execution Date | Entity Type                                       |  |
|--------------------|----------|----------------|---|--|
| CITY NATIONAL BANK |          | 08/06/2019     | NATIONAL BANKING<br>ASSOCIATION: UNITED<br>STATES |  |

# **RECEIVING PARTY DATA**

| Name:           | CHLOE AND ISABEL, LLC               |  |
|-----------------|-------------------------------------|--|
| Street Address: | 40 Exchange Place, Suite 1710       |  |
| City:           | New York                            |  |
| State/Country:  | NEW YORK                            |  |
| Postal Code:    | 10005                               |  |
| Entity Type:    | Limited Liability Company: DELAWARE |  |

## **PROPERTY NUMBERS Total: 5**

| Property Type  | Number   | Word Mark       |
|----------------|----------|-----------------|
| Serial Number: | 86251291 | CHLOE + ISABEL  |
| Serial Number: | 86251289 | JARDINS DU MIDI |
| Serial Number: | 85285743 | CHLOE + ISABEL  |
| Serial Number: | 85285736 | CHLOE + ISABEL  |
| Serial Number: | 85285734 |                 |

# **CORRESPONDENCE DATA**

**Fax Number:** 2125549623

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:** 2126132023

**Email:** ipdocket@gibbonslaw.com

Correspondent Name: Paolo A. Strino

Address Line 1: One Pennsylvania Plaza, 37th Floor Address Line 4: New York, NEW YORK 10119-3701

| ATTORNEY DOCKET NUMBER: | 108802-100674   |
|-------------------------|-----------------|
| NAME OF SUBMITTER:      | Paolo A. Strino |
| SIGNATURE:              | /PAS/           |
| DATE SIGNED:            | 08/20/2019      |

TRADEMARK REEL: 006724 FRAME: 0605

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# Total Attachments: 4 source=Chloe Release#page1.tif source=Chloe Release#page2.tif source=Chloe Release#page3.tif source=Chloe Release#page4.tif

TRADEMARK REEL: 006724 FRAME: 0606

# NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of August 6, 2019 is made by CITY NATIONAL BANK, (referred to herein as the "Bank"), in favor of CHLOE AND ISABEL, LLC, Delaware limited liability company, formerly known as C&I MERGER SUB, LLC (successor by merger to CHLOE AND ISABEL, INC., a Delaware corporation) (the "Company").

# WITNESSETH:

WHEREAS, Bank had agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement (collectively the "Loan Agreement") dated as of November 22, 2017 by and among Bank, the Company and certain co-borrowers.

WHEREAS, as a result, the Company executed and delivered in favor of the Bank the Intellectual Property Security Agreement, dated as of November 22, 2017, (hereinafter the "Security Agreement"), which was later recorded with the United States Patent and Trademark Office (the "USPTO") on January 25, 2018 at Reel/Frame: 6258/0018;

WHEREAS, pursuant to the Security Agreement, the Company pledged and granted to the Bank for the benefit of the Bank a continuing security interest in certain Intellectual Property, consisting of the Trademarks and Trademark registrations set forth on Schedule A attached hereto (the "Released Trademarks"):

WHEREAS, the Bank has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Bank agrees, for the benefit of the Company, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement and Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).

SECTION 2. Release of Security Interest. The Bank does hereby release, relinquish and discharge its security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks and all right, title and interest of the Company in the Released Trademarks are hereby reassigned by the Bank to the Company.

SECTION 3. <u>Purpose</u>. This Release has been executed and delivered by the Bank for the purpose of recording this Release with the USPTO.

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SECTION 4. <u>Further Assurances</u>. The Bank hereby authorizes the Company or the Company's authorized representative to record this Release with the USPTO and otherwise record or file this Release in the applicable governmental office or agency. The Bank further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their Banks or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

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

CITY NATIONAL BANK

Name: James Demoy-

Title: Senior Vice President

# SCHEDULE A TO NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

# Trademarks

| <u>Description</u> | Serial/Registration<br>Number | Application/<br>Registration File<br>Date |  |
|--------------------|-------------------------------|---|--|
| CHLOE + ISABEL     | 86251291                      | 4/14/2014                                 |  |
| JARDINS DU MIDI    | 86251289                      | 4/14/2014                                 |  |
| CHLOE + ISABEL     | 85285743                      | 4/14/2014                                 |  |
| CHLOE + ISABEL     | 85285736                      | 4/14/2014                                 |  |
| Design only        | 85285734                      | 4/14/2014                                 |  |

TRADEMARK
REEL: 006724 FRAME: 0610

**RECORDED: 08/20/2019**