

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank	FORMERLY Wachovia Bank, National Association	10/24/2019	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Lerner New York, Inc.		
Street Address:	330 West 34th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4653838	CITY SLIM	
Registration Number:	3805887	SOME GIFTS COUNT MORE THAN OTHERS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	212-390-4147		
Email:	amanda.cirella@kirkland.com		
Correspondent Name:	Amanda Cirella (Paralegal)		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40467-32		
NAME OF SUBMITTER:	Amanda Cirella		
SIGNATURE:	//Amanda Cirella//		
DATE SIGNED:	10/31/2019		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of October 24, 2019 and granted by Wells Fargo Bank, National Association, successor by merger to Wachovia Bank, National Association, in its capacity as agent (in such capacity, the “Secured Party”) pursuant to the Fourth Amended and Restated Loan and Security Agreement, dated October 24, 2014, among Lerner New York, Inc., a Delaware corporation (“Debtor”), certain affiliates of the Debtor, the Secured Party, and the parties thereto as lenders (as amended, the “Loan Agreement”), and the Amended and Restated Collateral Assignment of Trademarks (Security Agreement), dated August 22, 2007, among the Debtor and the Secured Party recorded with U.S. Patent and Trademark Office on December 17, 2007, at Reel 3638, Frame 0222, as amended by that Amendment No. 1 to Amended and Restated Collateral Assignment of Trademarks (Security Agreement), dated as of October 24, 2014, among the Debtor and the Secured Party and recorded with the U.S. Patent and Trademark Office on November 7, 2014 at Reel 5403, Frame 0087 (the “Trademark Security Agreement” and together with the Loan Agreement, the “Security Agreements”), in favor of the Debtor. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Trademark Security Agreement.

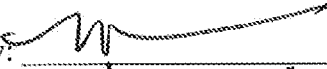
WHEREAS, pursuant to the terms and conditions of the Security Agreements, the Debtor granted to the Secured Party a continuing security interest in and a general lien upon and to all of its right, title and interest in, to and under the Trademarks, including those set forth on Schedule I hereto, all goodwill associated with such Trademarks and the related assets set forth in the Trademark Security Agreement, including all proceeds of any and all of the foregoing (as further defined in the Trademark Security Agreement, collectively, the “Trademark Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby irrevocably terminates, cancels, re-pledges, reassigns and releases to the Debtor any and all rights, title, interest, liens and security interests in the Trademark Collateral, and all goodwill associated with such Trademarks, without representation, warranty or recourse of any kind.

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

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Secured Party

By: 
Name: Michelle L. Riccobono
Title: Authorized officer

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

U.S. Federal Marks

<u>Country</u>	<u>Mark</u>	<u>App/Serial #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
United States	CITY SLIM	86/024780	7/31/2013	4653838	12/19/2014
United States	SOME GIFTS COUNT MORE THAN OTHERS	77/793433	7/30/2009	3805887	6/22/2010