

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549182

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement recorded at Reel/Frame 5755/0543

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon as Collateral Agent		11/12/2019	Corporation:

RECEIVING PARTY DATA

Name:	Lucky Brand Dungarees, LLC
Street Address:	540 S Santa Fe Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90013
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4941135	LUCKY LOTUS
Registration Number:	4809942	GINGER
Registration Number:	4809943	BROOKE
Registration Number:	4809944	LIL MAGGIE
Registration Number:	4823475	CLASSIC RIDER
Registration Number:	4809945	1 AUTHENTIC SKINNY
Registration Number:	4909332	LUCKY KID
Registration Number:	4823474	EMMA

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: Thomas J. Buettner

Address Line 1: Latham & Watkins LLP

Address Line 2: 330 North Wabash Avenue, Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

OP \$215.00 4941135

ATTORNEY DOCKET NUMBER:	054227-0005
NAME OF SUBMITTER:	Thomas J. Buettner
SIGNATURE:	/tjb/
DATE SIGNED:	11/12/2019

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE (this “Release”) is made as of November 12, 2019 (“Effective Date”), by THE BANK OF NEW YORK MELLON, in its capacity as collateral agent (in such capacities, including any successors thereto, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) in favor of Lucky Brand Dungarees, LLC (the “Grantor”).

WHEREAS, reference is made to the Amended and Restated Second Lien Credit Agreement, dated as of June 1, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among Lucky Brand Dungarees, LLC, a Delaware limited liability company (the “Borrower”), LBD INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the Lenders party thereto from time to time, Guggenheim Securities Holdings, LLC, as Administrative Agent, and The Bank of new York Mellon, as Collateral Agent, whereby the Lenders agreed to extend credit to the Borrower subject to the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the Lenders’ extension of such credit, the Grantor executed and delivered that certain Second Lien Security Agreement dated March 4, 2015, made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor entered into that certain Trademark Security Agreement, dated as of February 26, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), whereby the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain property of the Grantor, including, without limitation, the Trademarks (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 22, 2016 at Reel 5755 and Frame 0543; and

WHEREAS, in accordance with the provisions of the Trademark Security Agreement, the Collateral Agent now desires to release its security interest in and to the Trademarks (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby covenants and agrees as follows:

1. Defined Terms. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the Security Agreement, Credit Agreement or the Trademark Security Agreement, as appropriate.

2. Release of Grant of Security Interest. Without recourse representation or warranty of any kind or nature, the Collateral Agent, its successors and assigns, on behalf of itself and the Secured Parties, hereby terminates the security interest in all of the Grantor’s right, title and interest in, to or under all of the following (collectively, the “Trademarks”): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those

Trademarks set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to any of the foregoing, (c) all extensions and/or renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements, dilutions or other violations of any of the foregoing, (e) all rights corresponding thereto throughout the world and (f) all claims for, and rights to sue for, past, present and future infringements or dilutions thereof or other injuries thereto.

3. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Release.

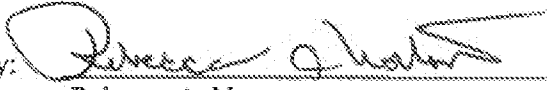
4. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents (in form and substance reasonably satisfactory to the Collateral Agent) and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Trademarks contemplated hereby.

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

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 
Name: Rebecca A. Norton
Title: Authorized Officer

[Signature Page to Trademark Security Agreement Release]

TRADEMARK
REEL: 006794 FRAME: 0684

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT RELEASE

Trademarks

Mark	Current Owner	Status	Int'l Class	Appl./Reg. No.
LUCKY LOTUS	Lucky Brand Dungarees, LLC	Registered 19-APR-2016	25	SN: 86/750625 RN: 4941135
GINGER	Lucky Brand Dungarees, LLC	Registered 08-SEP-2015	25	SN: 86/343076 RN: 4809942
BROOKE	Lucky Brand Dungarees, LLC	Registered 08-SEP-2015	25	SN: 86/343082 RN: 4809943
LIL MAGGIE	Lucky Brand Dungarees, LLC	Registered 08-SEP-2015	25	SN: 86/343112 RN: 4809944
CLASSIC RIDER	Lucky Brand Dungarees, LLC	Registered 29-SEP-2015	25	SN: 86/343149 RN: 4823475
I AUTHENTIC SKINNY	Lucky Brand Dungarees, LLC	Registered 08-SEP-2015	25	SN: 86/343157 RN: 4809945
LUCKY KID	Lucky Brand Dungarees, LLC	Registered 01-MAR-2016	25	SN: 86/197470 RN: 4909332
EMMA	Lucky Brand Dungarees, LLC	Registered 29-SEP-2015	25	SN: 86/343125 RN: 4823474