

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549184

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement recorded at Reel/Frame 54740625

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: 15

Property Type	Number	Word Mark
Registration Number:	2158107	LUCKY BRAND DUNGAREES OF AMERICA TOO TOU
Registration Number:	3041039	LUCKY BRAND JEANS
Registration Number:	3500183	LUCKY KID
Registration Number:	3387018	LUCKY KID
Registration Number:	3775279	LUCKY LEGEND
Registration Number:	4301800	LUCKY LEGEND
Registration Number:	2469997	LUCKY ME
Registration Number:	3662935	LUCKY SILVER
Registration Number:	1739962	LUCKY YOU
Registration Number:	2306342	LUCKY YOU
Registration Number:	1886118	LUCKY YOU
Registration Number:	2583368	LUCKY YOU LUCKY BRAND
Registration Number:	2724936	LUCKY YOU LUCKY BRAND
Registration Number:	3051792	RN#80318
Registration Number:	2271432	THE LUCKY BRAND FOUNDATION MAKING A DIFF

CORRESPONDENCE DATA

Fax Number: 3129939767

TRADEMARK

REEL: 006794 FRAME: 0688

900523131

OP \$390.00 2158107

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

NAME OF SUBMITTER:	Thomas J. Buettner
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SIGNATURE:	/tjb/
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DATE SIGNED:	11/12/2019
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Total Attachments: 6

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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 March 4, 2015 (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 10, 2015 at Reel 5474 and Frame 0625; 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.

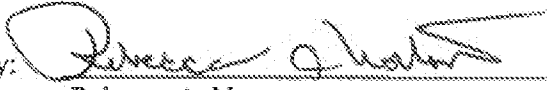
4. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents (in form and substance reasonably satisfactory to the Collateral Agent) and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect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

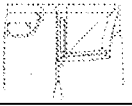


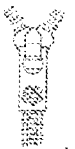
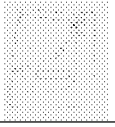

By: 
Name: Rebecca A. Norton
Title: Authorized Officer





[Signature Page to Trademark Security Agreement Release]

TRADEMARK
REEL: 006794 FRAME: 0692

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT RELEASE

Trademarks

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
181	25	85099196 03-AUG-2010	4113761 20-MAR-2012
221	25	77872207 13-NOV-2009	3865742 19-OCT-2010
329	25	85293159 12-APR-2011	4042168 18-OCT-2011
367	25	85322048 16-MAY-2011	4180582 24-JUL-2012
455	25	77874607 17-NOV-2009	3901798 04-JAN-2011
487	25	77874614 17-NOV-2009	3901799 04-JAN-2011
DENIM HIGHWAY	35	77257836 17-AUG-2007	3494965 02-SEP-2008
	25	74384234 29-APR-1993	2050091 08-APR-1997
	25	75117085 11-JUN-1996	2400358 31-OCT-2000
	25	75117852 12-JUN-1996	2129881 20-JAN-1998
	25	75137075 22-JUL-1996	2113726 18-NOV-1997
	25	77254756 14-AUG-2007	3483612 12-AUG-2008
	14	77517182 08-JUL-2008	3693776 06-OCT-2009

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	14	77517769 09-JUL-2008	3628597 26-MAY-2009
	25	77536894 01-AUG-2008	3522929 21-OCT-2008
	14	85639590 31-MAY-2012	4370902 23-JUL-2013
	9	85694189 02-AUG-2012	4401480 10-SEP-2013
LUCKY	25	77153076 10-APR-2007	3417110 29-APR-2008
	25	77151902 09-APR-2007	3517270 14-OCT-2008
LUCKY BRAND	25	74082798 30-JUL-1990	1646123 28-MAY-1991
LUCKY BRAND	9	75977217 17-OCT-1996	2756608 26-AUG-2003
LUCKY BRAND	25	75852779 16-NOV-1999	2795162 16-DEC-2003
LUCKY BRAND	25	75924261 22-FEB-2000	3104220 13-JUN-2006
LUCKY BRAND	35	76282385 11-JUL-2001	2655004 26-NOV-2002
LUCKY BRAND	25	76304138 23-AUG-2001	2725491 10-JUN-2003
LUCKY BRAND	14	77068530 20-DEC-2006	3407935 08-APR-2008
LUCKY BRAND	25	77182493 16-MAY-2007	3699407 20-OCT-2009
LUCKY BRAND	14	77299071 09-OCT-2007	3506278 23-SEP-2008
LUCKY BRAND	18	85213150 07-JAN-2011	3998150 19-JUL-2011
LUCKY BRAND	25	85228321 27-JAN-2011	3981713 21-JUN-2011
LUCKY BRAND	9	85635127 25-MAY-2012	4363447 09-JUL-2013
LUCKY BRAND	24	85682472 20-JUL-2012	4506320 01-APR-2014
LUCKY BRAND DUNGAREES	35	75030041 08-DEC-1995	2686829 11-FEB-2003

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	25	75118448 13-JUN-1996	2158107 19-MAY-1998
LUCKY BRAND JEANS	35	78513557 09-NOV-2004	3041039 10-JAN-2006
LUCKY KID	35	78833361 09-MAR-2006	3500183 09-SEP-2008
LUCKY KID	25	78979507 06-JUL-2006	3387018 19-FEB-2008
LUCKY LEGEND	25	77372213 15-JAN-2008	3775279 13-APR-2010
LUCKY LEGEND	35	85171753 08-NOV-2010	4301800 12-MAR-2013
LUCKY ME	25	75450495 16-MAR-1998	2469997 17-JUL-2001
LUCKY SILVER	14	77572114 17-SEP-2008	3662935 04-AUG-2009
LUCKY YOU	25	74267253 20-APR-1992	1739962 15-DEC-1992
LUCKY YOU	25	75117086 11-JUN-1996	2306342 04-JAN-2000
	25	74384152 29-APR-1993	1886118 28-MAR-1995
LUCKY YOU LUCKY BRAND	3	76046470 09-MAY-2000	2583368 18-JUN-2002
	3	76084522 10-JUL-2000	2724936 10-JUN-2003
RN#80318	25	78976550 07-APR-2004	3051792 24-JAN-2006
	36	75340734 13-AUG-1997	2271432 24-AUG-1999