

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement recorded at Reel/Frame 6708/0845		
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:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87255823	LUCKY YOU	
Serial Number:	87327209	SATURDAY STRETCH	
Serial Number:	87327208	LUCKY BRAND HOME	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	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		
ATTORNEY DOCKET NUMBER:	055227-0005		
NAME OF SUBMITTER:	Thomas J. Buettner		
SIGNATURE:	/tjb/		
DATE SIGNED:	11/12/2019		
Total Attachments: 5			

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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 November 15, 2017 (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 July 31, 2019 at Reel 6708 and Frame 0845; 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.

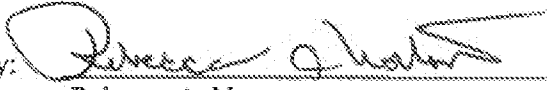
4. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents (in form and substance reasonably satisfactory to the Collateral Agent) and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect 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: 006796 FRAME: 0847

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT RELEASE
Trademarks

[Schedule from Trademark Security Agreement to be attached]

**SCHEDULE A
TRADEMARKS**

Mark	Country	Class(es)	App. No.	Date Filed	Status
LUCKY BRAND (Stylized)	Peru	25	687049	12/12/2016	PENDING
LUCKY YOU	US	18	87/255,823	12/02/2016	PENDING
LUCKY BRAND	Canada	24	1,820,679	1/31/2017	PENDING
LUCKY BRAND	Canada	27	1,820,673	1/31/2017	PENDING
SATURDAY STRETCH	US	25	87/327,209	2/7/2017	PENDING
LUCKY BRAND	US	27	87/327,208	2/7/2017	PENDING
LUCKY BRAND	China	27	TBD	2/13/2017	PENDING
LUCKY BRAND	Mexico	24	1853559	2/15/2017	PENDING
LUCKY BRAND	Mexico	27	1853560	2/15/2017	PENDING
LUCKY BRAND	Arab Emirates	24	268417	2/16/2017	PENDING
LUCKY BRAND	Arab Emirates	27	268420	2/16/2017	PENDING
LUCKY BRAND	Philippines	03	4-2017-502037	05/18/2017	PENDING
LUCKY BRAND	Philippines	09	4-2017-502040	05/18/2017	PENDING
LUCKY BRAND	Philippines	14	4-2017-502039	05/18/2017	PENDING
LUCKY BRAND	Philippines	18	4-2017-502038	05/18/2017	PENDING
LUCKY BRAND	Philippines	25	4-2017-502044	05/18/2017	PENDING
LUCKY BRAND	Philippines	35	4-2017-502043	05/18/2017	PENDING
LUCKY BRAND HOME	China	20	TBD	08/16/2017	PENDING