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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM558784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF MONTREAL		01/23/2020	BANK: CANADA

RECEIVING PARTY DATA

Name:	NYGARD INTERNATIONAL PARTNERSHIP
Street Address:	1771 Inkster Blvd.
City:	Winnipeg
State/Country:	CANADA
Postal Code:	R2X 1R3
Entity Type:	Partnership: CANADA

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	1376561	BIANCA
Registration Number:	1897202	COLLECTIONS INTERNATIONALE
Registration Number:	3283950	DESIGNER FASHION EXCHANGE
Registration Number:	3563432	DFX DESIGNER FASHION EXCHANGE
Registration Number:	1628390	EXANDRA
Registration Number:	4401061	HUG
Registration Number:	4928087	INDIGO SLIMS
Registration Number:	1610620	N.K.D.
Registration Number:	4376895	NOT JUST PANTS NJP
Registration Number:	4264813	NYDEX
Registration Number:	4827620	NYGÅRD
Registration Number:	3979204	NYGÅRD
Registration Number:	2080489	NYGARD COLLECTIONS
Registration Number:	3276120	NYGARD FASHION NETWORK (NFN)
Registration Number:	3484890	NYGARD FASHION WORLD
Registration Number:	3570073	NYGÅRD FOR LIFE
Registration Number:	4983610	NYGÅRD SLIMS
Registration Number:	4941773	NYGÅRD SLIMS BY PETER NYGÅRD
Registration Number:	4941774	NYGÅRD SLIMS BY PETER NYGÅRD

TRADEMARK REEL: 006844 FRAME: 0580

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Property Type	Number	Word Mark
Registration Number:	4928106	NYGÅRD SLIMS INDIGO
Registration Number:	5144079	NYGÅRD STYLE
Registration Number:	5144080	NYGÅRD STYLE
Registration Number:	2667459	P J NYGARD PETER NYGARD
Registration Number:	4214218	SLIM FX
Registration Number:	4822692	SLIMCURVE TECHNOLOGY
Registration Number:	4928105	SLIMS INDIGO
Serial Number:	86722195	BOMBSHELL BY PETER NYGÅRD
Serial Number:	86076009	NYGÅRD
Serial Number:	86296204	NYGÅRD SIGNATURE SLIMS
Serial Number:	86296220	NYGÅRD SLIMS SIGNATURE
Serial Number:	86959888	SLIMS FOR HIM
Serial Number:	86061628	SLIMZ
Serial Number:	86309357	SO SMOOTH

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216-586-3939

Email: bdepeder@jonesday.com, pcyngier@jonesday.com

Correspondent Name: Brittany A. DePeder **Address Line 1:** 901 Lakeside Avenue

Address Line 2: Jones Day

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	582519-600001
NAME OF SUBMITTER:	Brittany A. DePeder
SIGNATURE:	/Brittany A. DePeder/
DATE SIGNED:	01/24/2020

Total Attachments: 3

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TRADEMARK
REEL: 006844 FRAME: 0581

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "<u>Release</u>"), dated as of January 23, 2020 is made by Bank of Montreal (the "<u>Existing Lender</u>") in favor of Nygard International Partnership., a Manitoba partnership (the "<u>Pledgor</u>"). Unless otherwise defined herein or the context otherwise requires, terms used in this Release shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that (i) certain Credit Agreement, dated as of May 4, 2017 (as amended, restated, supplemented, waived or otherwise modified, the "Credit Agreement"), among the Pledgor, the guarantors party thereto and the Existing Lender, (ii) certain General Security Agreement, dated as of May 4, 2017 (as amended, restated, supplemented, waived or otherwise modified, the "Security Agreement"), between the Pledgor and the Existing Lender, and (iii) certain Trademark Security Agreement, dated as of May 4, 2017 (the "Trademark Security Agreement"), executed by the Pledgor in favor of the Existing Lender, the Pledgor pledged and granted to the Existing Lender a security interest in and continuing lien on all of the Pledgor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks listed on Schedule 1 attached hereto (the "Scheduled Trademark Collateral"; together with the Trademark Collateral, the "Collateral"); and

WHEREAS, the security interest in the Collateral pledged and granted by the Pledgor to the Existing Lender under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on May 10, 2017, at Reel 006055, and Frame 0440; and

WHEREAS, the Existing Lender has agreed to terminate, release and discharge its security interest and lien on all of the Collateral; and

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

- 1. The Existing Lender hereby releases and discharges all of its mortgages, liens and security interests in all of the Pledgor's right, title and interest in, to and under the Collateral, which had been granted under the Trademark Security Agreement and hereby reassigns any and all such right, title and interest (if any) that the Existing Lender may have in the Collateral to the Pledgor.
- 2. The Existing Lender authorizes and requests that the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this Release.

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TRADEMARK
REEL: 006844 FRAME: 0582

IN WITNESS WHEREOF, the Existing Lender has caused this Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

BANK OF MONTREAL,

as Existing Lender

Title:

Senior Account Manager

[Signature Page to Release of Security Interest in Trademarks]

Schedule 1 to Release of Security Interest in Trademarks

Trademark	Serial No.	Registration No.	Status
Bianca	73513139	1376561	Registered
Bombshell By Peter Nygård	86722195		Pending
Collections Internationale	73793198	1897202	Registered
Designer Fashion Exchange (Stylized)	76650532	3283950	Registered
DFX Designer Fashion Exchange (Stylized)	77373142	3563432	Registered
Exandra	73753090	1628390	Registered
Hug	85603106	4401061	Registered
Indigo Slims	86266912	4928087	Registered
N.K.D.	73753092	1610620	Registered
Not Just Pants Njp	85278720	4376895	Registered
Nydex (Stylized)	77575777	4264813	Registered
Nygård (Stylized)	86076009		Pending
Nygård (Stylized)	86076012	4827620	Registered
Nygård And Design	78550080	3979204	Registered
Nygard Collections	74564685	2080489	Registered
Nygard Fashion Network (NFN)	78337332	3276120	Registered
Nygard Fashion World	78550065	3484890	Registered
Nygård For Life and Design	77975731	3570073	Registered
Nygård Signature Slims	86296204		Pending
Nygård Slims	86068327	4983610	Registered
Nygård Slims By Peter Nygård	86068766	4941773	Registered
Nygård Silms By Peter Nygård (Stylized)	86068903	4941774	Registered
Nygård Slims Indigo	86275757	4928106	Registered
Nygård Slims Signature	86296220		Pending
Nygård Style (Stylized)	85702360	5144079	Registered
Nygård Style (Stylized)	85702414	5144080	Registered
P J Nygard Peter Nygard and Design	74243278	2667459	Registered
Slim FX	77626691	4214218	Registered
Slimeurve Technology	86063239	4822692	Registered
Slims For Him	86959888		Pending
Slims Indigo	86275725	4928105	Registered
Slimz	86061628		Pending
So Smooth	86309357		Pending

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RECORDED: 01/24/2020

TRADEMARK REEL: 006844 FRAME: 0584