TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM560577

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CRYSTAL FINANCIAL LLC		02/05/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JOHN VARVATOS APPAREL CORP.
Street Address:	26 West 17th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2948321	JOHN VARVATOS
Registration Number:	3332268	JOHN VARVATOS
Registration Number:	3413318	JOHN VARVATOS VINTAGE
Registration Number:	3431137	
Registration Number:	3617500	JOHN VARVATOS
Registration Number:	3674479	JOHN VARVATOS U.S.A.
Registration Number:	3825727	JOHN VARVATOS ARTISAN
Registration Number:	3905731	JOHN VARVATOS BOWERY NYC
Registration Number:	4122158	JOHN VARVATOS ARTISAN BLACK
Registration Number:	4350655	JOHN VARVATOS U.S.A.
Registration Number:	4352484	JOHN VARVATOS U.S.A.
Registration Number:	4369061	
Registration Number:	4369060	
Registration Number:	4424187	VV
Serial Number:	86282577	PEACE ROCKS
Registration Number:	4534465	STYLE & SUBSTANCE
Registration Number:	4973402	
Serial Number:	87144743	JOHN VARVATOS
Serial Number:	87268329	BOOTLEG JOHN VARVATOS
		TRADEMARK

REEL: 006857 FRAME: 0084 900534068

Property Type	Number	Word Mark
Registration Number:	5121246	JOHN VARVATOS RECORDS
Registration Number:	5216545	JOHN VARVATOS
Registration Number:	5503274	JOHN VARVATOS RECORDS
Serial Number:	88058188	JVXNJ

CORRESPONDENCE DATA

Fax Number: 2029567069

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: 2029567685

Email: carrierr@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Rita M. Carrier

Address Line 1: 1700 New York Avenue, N.W., Suite 700

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: Washington, D.C. 20006-5215

NAME OF SUBMITTER:	Rita M. Carrier
SIGNATURE:	/Rita M. Carrier/
DATE SIGNED:	02/05/2020

Total Attachments: 4

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TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This Termination and Release of Grant of Security Interest in United States Trademarks (this "<u>Trademark Release</u>") is made as of February 5, 2020, by **CRYSTAL FINANCIAL LLC**, a Delaware limited liability company, as administrative agent and collateral agent (the "<u>Grantee</u>"), for the Lenders and the other Credit Parties (as defined in the Trademark Security Agreement referred to below) and **JOHN VARVATOS APPAREL CORP.**, a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Grant of Security Interest in United States Trademarks, dated as of April 22, 2019, by and among the Grantor and the Grantee (as amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date thereof, the "Trademark Security Agreement"), the Grantor unconditionally granted, assigned, and pledged to the Grantee continuing security interest (the "Security Interest") in (i) all of such Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark registrations (the "Marks") set forth on Schedule I attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all cause of action arising prior to or after the date of the Trademark Security Agreement for infringement of any of the Marks or unfair competition regarding the same ((i) through (iv) collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 22, 2019 at Reel 6625, Frame 0316; and

WHEREAS, the Grantor has requested that the Grantee execute this Trademark Release in order to terminate and release the Grantee's Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

- 1. <u>Release of Lien</u>. The Grantee hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases the Security Interest and all other liens and security interests that it has in, to and under the Trademark Collateral, including, without limitation, those Marks referred to on <u>Schedule I</u> attached hereto and all divisionals, continuations, continuations-in-part, reissues, reexaminations or extensions of all the foregoing.
- 2. <u>Authorization to Record</u>. The Grantee authorizes and requests that the United States Trademark and Trademark Office and any applicable government officer record this Trademark Release.
- 3. <u>Further Assurances</u>. The Grantee agrees to take all further actions and provide to Grantor, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the

purposes of this Trademark Release, at Grantor' sole cost and expense, and without representation or warranty by the Grantee.

4. <u>Governing Law</u>. This Trademark Release is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

This Trademark Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be duly executed as of the date first written above.

CRYSTAL FINANCIAL LLC, as Grantee

Minko Andric

Name: Mirko Andric

Title: Managing Director

SCHEDULE I

Trademark Registrations and Applications

Mark	Application/ Registration Number	Application/ Registration Date	Class
JOHN VARVATOS	2948321	05/10/2005	3 18 25 35
JOHN VARVATOS	3332268	11/06/2007	9
JOHN VARVATOS VINTAGE	3413318	04/15/2008	3
Design Only (Peace Sign Logo)	3431137	05/20/2008	25
JOHN VARVATOS	3617500	05/05/2009	14
JOHN VARVATOS U.S.A. (& Design)	3674479	08/25/2009	25
JOHN VARVATOS ARTISAN	3825727	07/27/2010	3
JOHN VARVATOS BOWERY NYC	3905731	01/11/2011	35
JOHN VARVATOS ARTISAN BLACK	4122158	04/03/2012	3
JOHN VARVATOS U.S.A. (& Design)	4350655	06/11/2013	3
JOHN VARVATOS U.S.A. (& Design)	4352484	06/18/2013	25
Design Only (Men's Shoe Logo)	4369061	07/16/2013	25
Design Only (Men's Shoe Logo)	4369060	07/16/2013	25
VV (and Design)	4424187	10/29/2013	18 25
PEACE ROCKS	86282577	05/15/2014	35
STYLE & SUBSTANCE	4534465	05/20/2014	35
Design Only (3 Star Logo)	4973402	06/07/2016	25
JOHN VARVATOS	87144743	08/19/2016	24 27
BOOTLEG JOHN VARVATOS	87268329	12/14/2016	18 25 35
JOHN VARVATOS RECORDS	5121246	01/10/2017	9 41
JOHN VARVATOS	5216545	06/06/2017	14
JOHN VARVATOS RECORDS	5503274	06/26/2018	9 41
JVXNJ	88058188	07/30/2018	3 35

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RECORDED: 02/05/2020