

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM580352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in United States Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vince, LLC		06/09/2020	Limited Liability Company: DELAWARE
Rebecca Taylor, Inc.		06/09/2020	Corporation: NEW YORK
Parker Lifestyle, LLC		06/09/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5973431	VINCE	
<b>Serial Number:</b>	88804206	VINCE	
<b>Serial Number:</b>	88805255	VINCE	
<b>Serial Number:</b>	88814797	VINCE	
<b>Serial Number:</b>	88806633	PARKER	
<b>Serial Number:</b>	88806610	PARKER	
<b>Serial Number:</b>	88805655	PARKER	
<b>Serial Number:</b>	88805649	PARKER	
<b>Serial Number:</b>	88805644	PARKER	
<b>Serial Number:</b>	88805634	PARKER	
<b>Serial Number:</b>	88805621	PARKER	
<b>Serial Number:</b>	88805546	PARKER	
<b>Serial Number:</b>	88810278	PARKER	
<b>Serial Number:</b>	88810308	PARKER	
<b>Serial Number:</b>	88810329	PARKER	
<b>Serial Number:</b>	88810191	PARKER	

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TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88810344	PARKER
Serial Number:	88810364	PARKER
Serial Number:	88810415	PARKER
Serial Number:	88810398	PARKER
Serial Number:	88827367	REBECCA
Serial Number:	88827358	REBECCA
Serial Number:	88827374	REBECCA

**CORRESPONDENCE DATA**

**Fax Number:** 6173417701

*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:** 617-951-8132

**Email:** linda.salera@morganlewis.com

**Correspondent Name:** Linda A. Salera, Senior Paralegal

**Address Line 1:** One Federal Street

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	06/09/2020

**Total Attachments: 5**

source=Citizens\_Vince - Grant of Security Interest in Trademarks (Vince LLC Rebecca Taylor Inc.)(executed)#page1.tif

source=Citizens\_Vince - Grant of Security Interest in Trademarks (Vince LLC Rebecca Taylor Inc.)(executed)#page2.tif

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source=Citizens\_Vince - Grant of Security Interest in Trademarks (Vince LLC Rebecca Taylor Inc.)(executed)#page5.tif

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**June 9, 2020**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the undersigned (the “Grantor”), hereby grants (this “Grant”) to **CITIZENS BANK, N.A.**, as administrative agent (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the “Marks”), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Guarantee and Collateral Agreement by, among others, the Grantor and the Grantee, dated as of August 21, 2018 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Grant by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Grant.

*[signature pages follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date  
hereof.

**VINCE, LLC, as Grantor**

By:   
Name: David Stefko  
Title: Chief Financial Officer

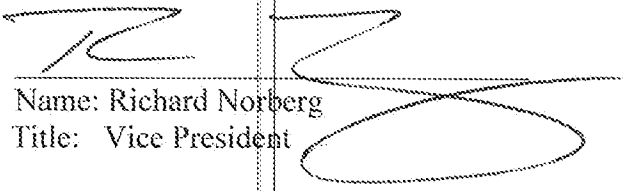
**REBECCA TAYLOR, INC., as Grantor**

By:   
Name: David Stefko  
Title: Chief Financial Officer and Treasurer

**PARKER LIFESTYLE, LLC, as Grantor**

By:   
Name: David Stefko  
Title: Chief Financial Officer and Treasurer

**CITIZENS BANK, N.A.**  
as Administrative Agent

By:   
Name: Richard Norberg  
Title: Vice President

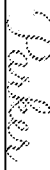
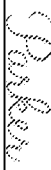
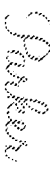
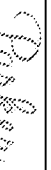
[Signature Page to ABL Grant of Security Interest in United States Trademarks]

**TRADEMARK**  
**REEL: 006956 FRAME: 0630**

**Schedule A**

Grantor / Owner	Trademark	TM Logo	Application No.	Application Date	Reg. No.	Reg. Date
VINCE, LLC	VINCE	N/A	87029332	May 9, 2016	5973431	January 28, 2020
VINCE, LLC	VINCE	N/A	88804206	February 20, 2020	N/A	N/A
VINCE, LLC	VINCE	N/A	88805255	February 21, 2020	N/A	N/A
VINCE, LLC	VINCE	N/A	88814797	February 27, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	N/A	88806633	February 21, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	N/A	88806610	February 21, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	N/A	88805655	February 21, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	N/A	88805649	February 21, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	N/A	88805644	February 21, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	N/A	88805634	February 21, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	N/A	88805621	February 21, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	N/A	88805546	February 21, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	<i>Parker</i>	88810278	February 25, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	<i>Parker</i>	88810308	February 25, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	<i>Parker</i>	88810329	February 25, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER	<i>Parker</i>	88810191	February 25, 2020	N/A	N/A

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Grantor / Owner	Trademark	TM Logo	Application No.	Application Date	Reg. No.	Reg. Date
Parker Lifestyle, LLC	PARKER		88810344	February 25, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER		88810364	February 25, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER		88810415	February 25, 2020	N/A	N/A
Parker Lifestyle, LLC	PARKER		88810398	February 25, 2020	N/A	N/A
Rebecca Taylor, Inc.	REBECCA	N/A	88827367	March 9, 2020	N/A	N/A
Rebecca Taylor, Inc.	REBECCA	N/A	88827358	March 9, 2020	N/A	N/A
Rebecca Taylor, Inc.	REBECCA	N/A	88827374	March 9, 2020	N/A	N/A