

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585949

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rosenthal & Rosenthal, Inc.		02/26/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	3.1 Phillip Lim, LLC		
<b>Street Address:</b>	304 Hudson Street, Suite 800		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77072892	3.1 PHILLIP LIM	
<b>Serial Number:</b>	77186179	3.1 PHILLIP LIM	
<b>Serial Number:</b>	85821408	3.1 PHILLIP LIM	
<b>Serial Number:</b>	86361431	3.1 PHILLIP LIM	
<b>Serial Number:</b>	86975809	3.1 PHILLIP LIM	
<b>Serial Number:</b>	77412929	3.1 PHILLIP LIM	
<b>Serial Number:</b>	86371767	KID BY 3.1 PHILLIP LIM	
<b>Serial Number:</b>	77355367	KID BY PHILLIP LIM	
<b>Serial Number:</b>	85860497	P	
<b>Serial Number:</b>	77072788	PHILLIP LIM	
<b>Serial Number:</b>	77186152	PHILLIP LIM	
<b>Serial Number:</b>	86376440	PASHLI	
<b>Serial Number:</b>	86395294	SOLEIL	
<b>Serial Number:</b>	86384512	RYDER	
<b>Serial Number:</b>	85922996	31 HOUR BAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$390.00 77072892

**Phone:** 240-392-0017  
**Email:** requests@independencellegalsupport.com  
**Correspondent Name:** Elspeth Callahan  
**Address Line 1:** PO Box 1807  
**Address Line 4:** Greenbelt, MARYLAND 20768

**NAME OF SUBMITTER:** Bianca Serraty

**SIGNATURE:** /Bianca Serraty/

**DATE SIGNED:** 07/10/2020

**Total Attachments: 3**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b> Rosenthal &amp; Rosenthal, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>New York</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes  Additional names, addresses, or citizenship attached?      <input checked="" type="checkbox"/> No</p> <p>Name: <u>3.1 Phillip Lim, LLC</u>  Internal _____  Address: _____</p> <p>Street Address: <u>304 Hudson Street, Suite 800</u>  City: <u>New York</u>  State: <u>NY</u>  Country: <u>United States</u>      Zip: <u>10013</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship _____  <input checked="" type="checkbox"/> Other <u>LLC</u>      Citizenship <u>New York</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b>  Execution Date(s) <u>2/26/19</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Release</u></p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____  B. Trademark Registration No.(s) _____</p> <p>See attached _____</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  _____</p>
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b>  Name: <u>Rosenthal &amp; Rosenthal, Inc.</u>  Internal Address: <u>Bianca Serraty</u>  _____</p> <p>Street Address: <u>1370 Broadway</u>  _____</p> <p>City: <u>New York</u>  State: <u>NY</u>      Zip: <u>10018</u>  Phone Number: <u>(212) 356-0970</u>  Fax Number: _____  Email Address: <u>bserraty@rosenthalinc.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> _____</p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____  Authorized User Name _____</p>
<p><b>9. Signature:</b> <u>Bianca Serraty</u>      <u>01/14/2020</u>  Signature      Date</p> <p><u>Bianca Serraty</u>      Total number of pages including cover sheet, attachments, and document: <u>3</u>  Name of Person Signing</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

**RELEASE OF SECURITY AGREEMENT**, dated as of February 26, 2019, by Rosenthal & Rosenthal, Inc. (the "Lien Holder"), for the benefit of 3.1 Phillip Lim, LLC (the "Borrower"), in connection with the Financing Agreement by and among Borrower and Lien Holder, dated May 12, 2015 (the "Financing Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Financing Agreement.

**WHEREAS**, the Lien Holder and the Borrower entered into that certain Intellectual Property Security Agreement, dated as of May 12, 2015 (as amended, modified or supplemented from time to time, the "Intellectual Property Security Agreement"), which was recorded with the United States Patent and Trademark Office at Reel 5517, Frame 0263 on April 15, 2015 and;

**WHEREAS**, pursuant to the Intellectual Property Security Agreement, the Borrower pledged to the Lien Holder a lien on, and security interest in, all of the Collateral as collateral security for the full, prompt and complete payment and performance of the Obligations.

In connection with the termination of all obligations and liabilities of the Borrower under the Financing Agreement, as of December 15, 2016 (the "Payoff Date"), the Lien Holder has agreed (i) to terminate and release all its security interest and all its right, title and interest in, to and under the Collateral (as defined in the Financing Agreement), including, without limitation, those items identified on Exhibits A attached hereto, all reissues, continuations or continuations-in-part of the foregoing and all proceeds of the foregoing, including, without limitation, any claim by the Lien Holder against third parties for past, present or future infringement of any Collateral (collectively, the "Released Collateral"), each of such Released Collateral being owned by and registered in the name of the Borrower and with respect to which a security interest therein was granted to the Lien Holder pursuant to the Intellectual Property Security Agreements and (ii) to assign and transfer to Borrower all deeds, assignments and other instruments as may be necessary or proper to reassign, reconvey and re-vest in Borrower the entire right, title and interest in the Released Collateral, as herein provided:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Holder hereby releases the Borrower from the Intellectual Property Security Agreements and assigns and transfers to Borrower, without representation, warranty or recourse, all of the Lien Holder's right, title and interest in and to each of the Released Collateral in which Borrower granted a security interest to the Lien Holder pursuant to the Intellectual Property Security Agreements, effective as of the date set forth above.

Rosenthal & Rosenthal, Inc.

By: 

Name:

Title: **THOMAS D. LAURIA**

**Senior Vice President**

**TRADEMARK**

**REEL: 006996 FRAME: 0362**

EXHIBIT A

<u>Trademark</u>	<u>Serial/Reg. No.</u>	<u>Filing Date</u>
3.1 phillip lim	77072892/3305862	December 28, 2006
3.1 phillip lim	77186179/4190875	May 21, 2007
3.1 PHILLIP LIM	85821408/4399221	January 11, 2013
3.1 PHILLIP LIM	86361431	August 8, 2014
3.1 PHILLIP LIM	86975809/4708458	August 8, 2014
3.1 PHILLIP LIM (stylized)	77412929/4067451	March 4, 2008
KID BY 3.1 PHILLIP LIM	86371767	August 20, 2014
KID BY 3.1 PHILLIP LIM (stylized)	77355367/3769717	December 19, 2007
P Logo	85860497	February 26, 2013
phillip lim	77072788/3305859	December 28, 2006
phillip lim	77186152/4026344	May 21, 2007
PASHLI	86376440	August 24, 2014
SOLEIL	86395294	September 15, 2014
RYDER	86384512	September 3, 2014
31 HOUR BAG	85922996/4578467	May 3, 2013

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