

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vince, LLC		09/07/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6403547	VINCE	
Registration Number:	6402235	VINCE	
Registration Number:	6472251	VINCE. ASSEMBLED	
Registration Number:	6472250	VINCE. ASSEMBLED	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	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		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	09/07/2021		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

September 7, 2021

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.

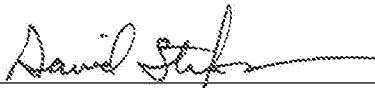
THIS GRANT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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 page to follow]

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

VINCE, LLC, as Grantor

By: 
Name: David Stejko
Title: Chief Financial Officer

CITIZENS BANK, N.A., as Administrative Agent

By: 
Name: _____
Title: *Richard Norberg*
Vice President

Schedule A

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Owner
VINCE	USA	90312431 11-NOV-2020	6403547 29-JUN-2021	Registered	Vince, LLC
VINCE	USA	90241777 08-OCT-2020	6402235 29-JUN-2021	Registered	Vince, LLC
VINCE. ASSEMBLED	USA	88980130 28-MAY-2019	6472251 31-AUG- 2021	Registered	Vince, LLC
VINCE. ASSEMBLED Stylized	USA	88979933 28-MAY-2019	6472250 31-AUG- 2021	Registered	Vince, LLC

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