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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM753611

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILVER POINT FINANCE, LLC, as the Collateral Agent			Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	RED DIAMOND HOLDINGS S.À R.L.		
Street Address:	42-44 Avenue de la Gare, Suite 215		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1610		
Entity Type:	Private Limited Liability Company: LUXEMBOURG		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	90497295	
Serial Number:	90707079	LEE COOPER

## **CORRESPONDENCE DATA**

**Fax Number:** 2028357586

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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	37754.00034
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/06/2022

## **Total Attachments: 4**

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TRADEMARK REEL: 007841 FRAME: 0396 source=Iconix - Release of Security Interest in Trademarks (Red Diamond Holdings Sarl)#page3.tif source=Iconix - Release of Security Interest in Trademarks (Red Diamond Holdings Sarl)#page4.tif

TRADEMARK REEL: 007841 FRAME: 0397

#### RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of August 22, 2022 by SILVER POINT FINANCE, LLC, as the Collateral Agent (in such capacity, the "Collateral Agent"), in favor of RED DIAMOND HOLDINGS S.À R.L. (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the Security Agreement (defined below).

WHEREAS, the Grantor is a party to that certain (i) Security Agreement, dated as of August 4, 2021 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantor the other grantors party thereto and the Collateral Agent, and (ii) Trademark Security Agreement, dated as of October 8, 2021, in favor of the Collateral Agent (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office at Reel 7456, Frame 0434 on October 18, 2021;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent a security interest (the "Security Interest") in all of Grantor's right, title and interest in and to the Trademark Collateral, including the Trademark set forth on Schedule A hereto;

WHEREAS, the Grantor has requested that the Collateral Agent terminate, release and discharge fully its lien on and security interest in all right, title and interest of the Grantor in and to the Trademark Collateral, including each trademark and trademark application listed on the attached Schedule A hereto, and execute a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its lien on and security interests in the Collateral as herein provided.

**NOW THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without representation or warranty of any kind, hereby releases, relinquishes and discharges, the Security Interest in and to all of the Grantor's right, title, and interest in and to the Trademark Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in such Trademark Collateral.

The Collateral Agent hereby authorizes the Grantor, or the Grantor's authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Collateral Agent agrees to execute and deliver to the Grantor other instruments and other documents, and do all further acts which the Grantor (or its agents or designees) reasonably request, at the Grantor's sole cost and expense, as may be necessary to release the lien on and security interest in the Collateral which had been granted under the Trademark Security Agreement.

THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING

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TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

**IN WITNESS WHEREOF**, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

SILVER POINT FINANCE, LLC,

as the Collateral Agent

By:

Name: Jesse Dorig

Title: Authorized Signatory

**REEL: 007841 FRAME: 0400** 

# SCHEDULE A

# **Trademarks:**

None.

# **Pending Trademark Applications**

Mark	<u>Status</u>	App. No.	Class(es)
Lee Cooper Stitch Design	Pending	90/497,295	025
LEE COOPER	Pending	90/707,079	09

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**RECORDED: 09/06/2022** 

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