

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776200

<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>
PLC Agent LLC		12/22/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rebecca Taylor, Inc.		
<b>Street Address:</b>	500 Fifth Avenue		
<b>Internal Address:</b>	20th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10110		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2601789	REBECCA TAYLOR	
<b>Registration Number:</b>	2132863	REBECCA TAYLOR	
<b>Registration Number:</b>	4145906	REBECCA TAYLOR	
<b>Registration Number:</b>	5922186	REBECCA TAYLOR RNTD	
<b>Registration Number:</b>	5921928	TAILORED BY REBECCA TAYLOR	
<b>Registration Number:</b>	5587216	TAYLOR TO YOU BY REBECCA TAYLOR	
<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>			
<b>Phone:</b>	6172485000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2010878-0032		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		

OP \$165.00 2601789

<b>SIGNATURE:</b>	/sara bauer/
<b>DATE SIGNED:</b>	12/23/2022
<b>Total Attachments: 3</b> source=Rebecca Taylor IP Sale - PLC - Partial Release of Security Interest in Trademarks (Executed) 12-22-22#page1.tif source=Rebecca Taylor IP Sale - PLC - Partial Release of Security Interest in Trademarks (Executed) 12-22-22#page2.tif source=Rebecca Taylor IP Sale - PLC - Partial Release of Security Interest in Trademarks (Executed) 12-22-22#page3.tif	

**PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "*Partial Release*") is granted as of December 22, 2022 by **PLC AGENT LLC**, as administrative agent and collateral agent (the "*Grantee*"), in favor of **REBECCA TAYLOR, INC.**, a New York corporation (the "*Grantor*");

**WHEREAS**, the Grantor, among others, has executed and delivered: (i) that certain Guarantee and Collateral Agreement, dated as of September 7, 2021 (as amended from time to time and in effect on the date hereof, the "*Security Agreement*"), in favor of the Agent and (ii) that certain Grant of Security Interest in United States Trademarks, dated as of September 7, 2021 (the "*Trademark Security Agreement*"), which was recorded with the United States Patent and Trademark Office (the "*PTO*") on September 8, 2021, at Reel 7415 and Frame 0679 pursuant to which the Grantor has granted a security interest in and to all of its rights, title and interest in and to all Marks (as defined in the Trademark Security Agreement); and

**WHEREAS**, the Grantor has requested that the Grantee release such security interest granted pursuant to the Trademark Security Agreement, but solely with respect to the Marks listed on Schedule A (the "*Specified Marks*"), together with (a) all applications and registrations with respect to the Specified Marks, (b) all proceeds and products of the Specified Marks, (c) the goodwill of the businesses with which the Specified Marks are associated, and (d) all causes of action arising prior to or after the date hereof for infringement of any of the Specified Marks or unfair competition regarding the same (the Specified Marks, together with clauses (a)-(d), the "*Released Collateral*").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee does hereby (i) release and discharge, without any representation or warranty, any and all liens and security interests it may have in and to the Released Collateral, and (ii) terminates the Trademark Security Agreement solely with respect to the Released Collateral.

The Grantee hereby authorizes and requests that the PTO note and record this Partial Release.

Except for the release of the Specified Marks specifically identified on Schedule A attached hereto and other Released Collateral, all terms and provisions of the Trademark Security Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted in any Mark pursuant to the Trademark Security Agreement or the Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

**THIS PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[The Remainder of this Page is Intentionally Left Blank]

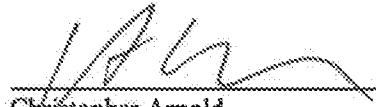
IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Partial Release as of the date above first written.

PLC AGENT LLC

By: Pathlight Capital LP, its Sole Member

By: Pathlight GP LLC, its General Partner

By:

  
Name: Christopher Arnold

Title: Managing Director

[Vince -Signature Page to Partial Release of Security Interest -- in Trademarks (Rebecca Taylor)]

TRADEMARK  
REEL: 007929 FRAME: 0119

**SCHEDULE A**  
**RELEASED TRADEMARKS**

<b>NO.</b>	<b>COUNTRY</b>	<b>MARK</b>	<b>FILING DATE</b>	<b>APPLICATION/ SERIAL NO.</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NO.</b>	<b>CURRENT OWNER</b>
1.	USA	Rebecca Taylor	10/8/1999	75818103	7/30/2002	2601789	Rebecca Taylor, Inc.
2.	USA	Rebecca Taylor	4/21/1997	75277942	1/27/1998	2132863	Rebecca Taylor, Inc.
3.	USA	Rebecca Taylor	9/9/2011	85419074	5/22/2012	4145906	Rebecca Taylor, Inc.
4.	USA	Rebecca Taylor RNTD	9/5/2018	88105577	11/26/2019	5922186	Rebecca Taylor, Inc.
5.	USA	Tailored by Rebecca Taylor	6/20/2018	88007826	11/26/2019	5921928	Rebecca Taylor, Inc.
6.	USA	Taylor to you by Rebecca Taylor	5/4/2017	87436370	10/16/2018	5587216	Rebecca Taylor, Inc.