

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.		12/22/2022	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Rebecca Taylor, Inc.		
Street Address:	307 West 36th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2601789	REBECCA TAYLOR	
Registration Number:	2132863	REBECCA TAYLOR	
Registration Number:	4145906	REBECCA TAYLOR	
Registration Number:	5922186	REBECCA TAYLOR RNTD	
Registration Number:	5921928	TAILORED BY REBECCA TAYLOR	
Registration Number:	5587216	TAYLOR TO YOU BY REBECCA TAYLOR	
Serial Number:	88827358	REBECCA	
Serial Number:	88827374	REBECCA	
Serial Number:	88827367	REBECCA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		

CH \$240.00 2601789

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	12/28/2022
Total Attachments: 6 source=Vince - Partial Trademark termination#page1.tif source=Vince - Partial Trademark termination#page2.tif source=Vince - Partial Trademark termination#page3.tif source=Vince - Partial Trademark termination#page4.tif source=Vince - Partial Trademark termination#page5.tif source=Vince - Partial Trademark termination#page6.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 **CITIZENS BANK, N.A.**, as administrative 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 August 21, 2018 (as amended from time to time and in effect on the date hereof, the "*Security Agreement*"), in favor of the Agent, (ii) that certain Grant of Security Interest in United States Trademarks, dated as of November 4, 2019 (the "*2019 Agreement*"), which was recorded with the United States Patent and Trademark Office (the "*PTO*") on November 4, 2019, at Reel 6787 and Frame 0045; (iii) that certain Grant of Security Interest in United States Trademarks, dated as of February 20, 2020 (the "*February 2020 Agreement*"), which was recorded with the PTO on March 16, 2020, at Reel 6892 and Frame 0520, and (iv) that certain Grant of Security Interest in United States Trademarks, dated as of June 9, 2020 (the "*June 2020 Agreement*" and together with 2019 Agreement and February 2020 Agreement, collectively, the "*Agreements*" and each, an "*Agreement*") which was recorded with the PTO on June 9, 2020, at Reel 6956 and Frame 0626, 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 each Agreement); and

WHEREAS, the Grantor has requested that the Grantee release such security interest granted pursuant to the Agreements, 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 Agreements solely with respect to the Released Collateral.

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

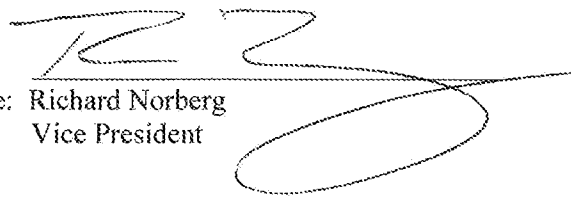
Except for the release of the Specified Marks specifically identified on Schedule A attached hereto and other Released Collateral, all terms and provisions of the Agreements shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of any Agreement, 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 Agreements 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.

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

CITIZENS BANK, N.A.

By: 
Name: Richard Norberg
Title: Vice President

SCHEDULE A

U.S. RELEASED TRADEMARKS

NO.	COUNTRY	MARK	FILING DATE	APPLICATION/ SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.	CURRENT OWNER
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.
7.	USA	Rebecca	3/9/2020	88827358			Rebecca Taylor, Inc.
8.	USA	Rebecca	3/9/2020	88827374			Rebecca Taylor, Inc.
9.	USA	Rebecca	3/9/2020	88827367			Rebecca Taylor, Inc.

FOREIGN RELEASED TRADEMARKS

COUNTRY	MARK	FILING DATE	APPLICATION/ SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.	OWNER
AU	REBECCA TAYLOR	1/25/2012	1471258	1/25/2012	1471258	Rebecca Taylor, Inc.
AU	REBECCA TAYLOR	1/25/2012	1471259	1/25/2012	1471259	Rebecca Taylor, Inc.

COUNTRY	MARK	FILING DATE	APPLICATION/ SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.	OWNER
AU	REBECCA TAYLOR	1/25/2012	1471261	1/25/2012	1471261	Rebecca Taylor, Inc.
AU	REBECCA TAYLOR	1/25/2012	1471260	1/25/2012	1471260	Rebecca Taylor, Inc.
CN	REBECCA TAYLOR	4/6/2012	10731227	6/14/2013	10731227	Rebecca Taylor, Inc.
CN	REBECCA TAYLOR	4/6/2012	10731228	6/14/2013	10731228	Rebecca Taylor, Inc.
CN	REBECCA TAYLOR	4/6/2012	10731226	6/14/2013	10731226	Rebecca Taylor, Inc.
CN	REBECCA TAYLOR	10/11/1999	1501114	1/7/2001	1501114	Rebecca Taylor, Inc.
CN	REBECCA TAYLOR	4/6/2012	10731225	6/14/2013	10731225	Rebecca Taylor, Inc.
CN	REBECCA TAYLOR	4/6/2012	10731223	6/14/2013	10731223	Rebecca Taylor, Inc.
CN	REBECCA TAYLOR	4/6/2012	10731224	6/14/2013	10731224	Rebecca Taylor, Inc.
CN	REBECCATAYLOR (& Design)	1/31/2007	5880280	9/7/2014	5880280	Rebecca Taylor, Inc.
EU	Design Only	3/9/2010	8968398	9/14/2010	8968398	Rebecca Taylor, Inc.
EU	REBECCA	3/19/2010	8968042	9/14/2010	8968042	Rebecca Taylor, Inc.

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COUNTRY	MARK	FILING DATE	APPLICATION/ SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.	OWNER
	TAYLOR					
HK	REBECCA TAYLOR	9/10/2010	301712259	9/10/2010	301712259	Kellwood Company
HK	REBECCA TAYLOR	8/12/2011	302002977	8/12/2011	302002977	Kellwood Company
HK	REBECCA TAYLOR	10/19/1999	9914880	12/18/2000	200016533	Kellwood Company
HN	REBECCA TAYLOR	2/17/2009	09005408	3/22/2011	115512	Kellwood Company
HN	REBECCA TAYLOR (& Design)	2/17/2008	09005409	4/4/2011	115689	Kellwood Company
IN	REBECCA TAYLOR	4/23/2010	1955003			Kellwood Company
JP	REBECCA TAYLOR	7/8/1999	HI1-060671	5/19/2000	4384845	Kellwood Company
JP	REBECCA TAYLOR	7/27/1998	HI0-063661	3/3/2000	4365303	Kellwood Company
JP	REBECCA TAYLOR (& Design)			5/9/2003	4669747	Kellwood Company
MX	REBECCA	8/18/2011	1204222	10/16/2012	1320746	Kellwood Company

COUNTRY	MARK	FILING DATE	APPLICATION/ SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.	OWNER
	TAYLOR					
MX	REBECCA TAYLOR	8/18/2011	1204223	10/11/2012	1319664	Kellwood Company
MX	REBECCA TAYLOR	8/18/2011	1204224	10/16/2012	1320747	Kellwood Company
NZ	REBECCA TAYLOR (& Design)	3/16/2001	634234	9/20/2001	634234	Kellwood Company
SG	REBECCA TAYLOR	11/25/1999	T9913558G			Rebecca Taylor, Inc.
TR	REBECCA TAYLOR	1/13/2013	2013/09475	4/14/2014	2013/09475	Kellwood Company
TW	REBECCA TAYLOR	1/31/2000	089005364	2/16/2001	00931776	Rebecca Taylor, Inc.
UK	REBECCA TAYLOR	1/11/2001	2257664	6/15/2001	2257664	Rebecca Taylor, Inc.
VE	REBECCA TAYLOR (& Design)	6/8/2009	2009-009184	8/28/2013	P331933	Elizabeth Bugdaycay

TRADEMARK

REEL: 007931 FRAME: 0685