

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777511

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, NA		12/22/2022	National Association: UNITED STATES
PLC Agent LLC		12/22/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Rebecca Taylor, Inc.
Street Address:	500 5th Avenue, 20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10110
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:	5587216	TAYLOR TO YOU BY REBECCA TAYLOR
Registration Number:	5922186	REBECCA TAYLOR RNTD
Registration Number:	5921928	TAILORED BY REBECCA TAYLOR
Serial Number:	88827358	REBECCA
Serial Number:	88827374	REBECCA
Serial Number:	88827367	REBECCA

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 3145526000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Thompson Coburn LLP

Address Line 1: One US Bank Plaza

CH \$240.00 2601789

Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER: Matthew J. Himich

SIGNATURE: /matthew j. himich/

DATE SIGNED: 12/30/2022

Total Attachments: 34

source=Active_131560160_1_Vince - Letter Agreement (RT Intellectual Property Sale)#page1.tif
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December 22, 2022

VINCE, LLC
500 5th Avenue, 20th Floor
New York, New York 10110
Attention: David Stefko, Chief Financial Officer

Re: Collateral Disposition

Ladies and Gentlemen:

Reference is hereby made to that certain (i) Amended and Restated Credit Agreement, dated as of September 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including on the date hereof, the "ABL Credit Agreement"), by and among, among others, Vince, LLC, a Delaware limited liability company (the "Borrower"), the Guarantors from time to time party thereto and Citizens Bank, N.A., as administrative agent and collateral agent under the ABL Credit Agreement (in such capacities, the "ABL Agent") and (ii) Credit Agreement, dated as of September 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including on the date hereof, the "Term Credit Agreement", together with the ABL Credit Agreement, collectively, the "Credit Agreements" and each, a "Credit Agreement"), by and among, among others, the Borrower, the Guarantors from time to time party thereto and PLC Agent LLC, as administrative agent and collateral agent under the Term Credit Agreement (in such capacities, the "Term Agent", together with the ABL Agent, collectively, the "Agents" and each, an "Agent"). Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreements, as applicable.

The Borrower has advised the Agents that Rebecca Taylor, Inc., a New York corporation, plans to sell Taylor Intellectual Property Assets and certain inventory (each, as set forth on Schedule A attached hereto) as part of the Taylor Liquidation (the "Taylor Sale") pursuant to Sections 7.04(h) and 7.05(s) of the Credit Agreements and the final sentence of section 7.05 of the Term Credit Agreement, and such Taylor Intellectual Property Assets and inventory are currently subject to a security interest in favor of each Agent, for the benefit of the Credit Parties. The Borrower has requested that each Agent release its Lien on the Taylor Intellectual Property Assets and such inventory in connection with the Taylor Sale, and each Agent is willing to release its Lien on the terms and conditions contained herein.

The parties agree that in exchange for (i) the receipt by each Agent of an irrevocable, unconditional license to and right to use (without the payment of any royalty or any other amount) the Taylor Intellectual Property Assets in favor of each Agent, the Loan Parties and Hilco Merchant Resources, LLC to sell or otherwise dispose of the assets and properties of the applicable Taylor/Parker Companies (including pursuant to the Taylor Liquidation), all on terms and conditions reasonably acceptable to each Agent, and (ii) the receipt by Rebecca Taylor, Inc. of the sale proceeds in cash from the Taylor Sale in an amount not less than \$4,250,000 (the net proceeds of which shall be subsequently remitted by the Borrower to the Term Agent for application to the Obligations), the Lien held by each Agent, for the benefit of the Credit Parties, solely with respect to the collateral set forth on Schedule A attached hereto (collectively, the "Released Collateral"), will be automatically, irrevocably released, discharged and terminated and of no further force and effect and each Agent will file (i) the applicable UCC-3 amendment with respect to a partial release of collateral covering the Released Collateral and (ii) the applicable Intellectual Property termination filing with the United States Patent and Trademark Office, each in the form attached hereto as Exhibits A-1 and A-2, as applicable. The Borrower and each Loan Party acknowledges

and agrees that the partial releases of Lien described herein relate solely to the Released Collateral, and nothing contained in this letter agreement shall in any manner discharge, release, affect, or impair the Lien held by each Agent in any other Collateral.

Following the occurrence of the conditions set forth in the immediately succeeding paragraph and from time to time thereafter, each Agent agrees, upon the reasonable request of any Loan Party (at the sole cost and expense of such Loan Party) to promptly execute and deliver to such Loan Party (or its designee), any other documentation (including Lien releases, Uniform Commercial Code termination statements and reconveyancing documents) and promptly take such action, in each case, necessary or appropriate to evidence the termination of the Liens in favor of such Agent on the Released Collateral.

Sections 10.04, 10.10, 10.12, 10.14, 10.15 and 10.16 of the Credit Agreements are incorporated herein *mutatis mutandis*. This letter agreement shall constitute a Loan Document. Notwithstanding anything to the contrary contained in Section 8.01 of the Credit Agreements, any breach or default of any term or covenant under this letter agreement shall constitute an immediate Event of Default under Section 8.01 of the Credit Agreements (without any grace period).

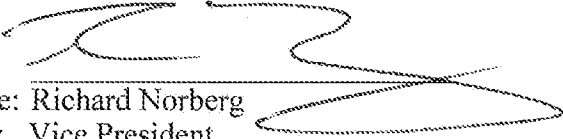
This letter agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this letter agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this letter agreement.

[The Remainder of this Page is Intentionally Left Blank]

If the foregoing correctly sets forth our understanding, please indicate your agreement by signing below.

Very truly yours,

CITIZENS BANK, N.A., as ABL Agent

By: 
Name: Richard Norberg
Title: Vice President

PLC AGENT LLC, as Term Agent

By: Pathlight Capital LP, its Sole Member

By: Pathlight GP LLC, its General Partner

By: _____
Name:
Title:

If the foregoing correctly sets forth our understanding, please indicate your agreement by signing below.

Very truly yours,

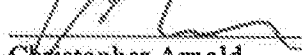
CITIZENS BANK, N.A., as ABL Agent

By: _____
Name:
Title:

PLC AGENT LLC, as Term Agent

By: Pathlight Capital LP, its Sole Member

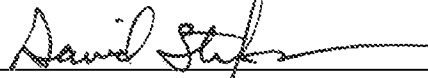
By: Pathlight GP LLC, its General Partner

By: 
Name: Christopher Arnold
Title: Managing Director

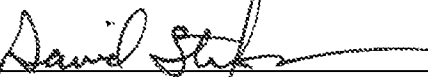
[Vince – Side Letter (Rebecca Taylor Intellectual Property Sale)]

The foregoing is acknowledged, agreed and accepted:

VINCE, LLC, as Borrower

By: 
Name: David Stefko
Title: Chief Financial Officer

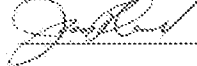
**VINCE INTERMEDIATE HOLDING, LLC, as
a Guarantor**

By: 
Name: David Stefko
Title: Chief Financial Officer

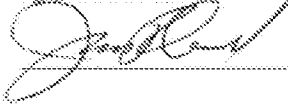
VINCE HOLDING CORP., as a Guarantor

By: 
Name: David Stefko
Title: Chief Financial Officer

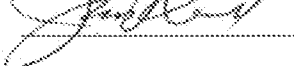
REBECCA TAYLOR, INC., as a Guarantor

By: 
Name: James P. Carroll
Title: Chief Operating Officer

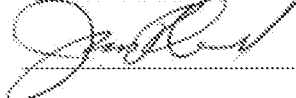
PARKER HOLDING, LLC, as a Guarantor

By: 
Name: James P. Carroll
Title: Chief Operating Officer

**REBECCA TAYLOR RETAIL STORES, LLC,
as a Guarantor**

By: 
Name: James P. Carroll
Title: Chief Operating Officer

PARKER LIFESTYLE, LLC, as a Guarantor

By: 
Name: James P. Carroll
Title: Chief Operating Officer

SCHEDULE A
Released Collateral
[see attached]

Trademarks

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471258	Jan 25 2012	1471258	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471259	Jan 25 2012	1471259	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471260	Jan 25 2012	1471260	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471261	Jan 25 2012	1471261	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 24 2022	62813336	Aug 21 2022	62813336	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 24 2022	62839235	Aug 21 2022	62839235	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Jan 31 2007	5880281	Sep 7 2014	5880281	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 25 2022	62853328	Aug 28 2022	62853328	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Oct 11 1999	1501114	Jan 7 2001	1501114	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 18 2020	44108331	Oct 21 2020	44108331	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 18 2020	44114005	Oct 21 2020	44114005	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	EUTM	Mar 19 2010	008968042	Sep 14 2010	008968042	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	EUTM	Feb 21 2020	018199662	Jun 25 2020	018199662	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Honduras	Feb 17 2009	09005408	Apr 4 2011	115689	Registered
rebecca taylor	Rebecca Taylor, Inc.	Hong Kong	Oct 19 1999	200016533	Oct 19 1999	200016533	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Hong Kong	Sep 10 2010	301712259	Sep 10 2010	301712259	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Hong Kong	Aug 12 2011	302002977	Aug 12 2011	302002977	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Hong Kong	Feb 21 2020	305196772	Feb 21 2020	305196772	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Japan	Jul 27 1998	H10-063661	Mar 3 2000	4365303	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Japan	Jul 8 1999	H11-060671	May 19 2000	4384845	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165621	Aug 13 2020	165621	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165622	Aug 13 2020	165622	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165619	Aug 13 2020	165619	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165623	Aug 13 2020	165623	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165620	Aug 13 2020	165620	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Mar 2 2022	2705295	Jun 21 2022	2412056	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204224	Oct 16 2012	1320747	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204223	Oct 11 2012	1319664	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Mar 2 2022	2705293	Jun 21 2022	2412055	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204222	Oct 16 2012	1320746	Registered
REBECCA TAYLOR	Kellwood Company	Republic of Korea (South)	Dec 12 2011	4020110069880	Aug 5 2013	400986440000	Registered
rebecca taylor	Rebecca Taylor, Inc.	Singapore	Nov 25 1999	T9913558G	Mar 13 2001	T9913558G	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Taiwan	Jan 31 2000	089005364	Feb 16 2001	00931776	Registered
rebecca taylor	Rebecca Taylor, Inc.	Turkey	Jan 31 2013	2013-09475	Apr 14 2014	2013 09475	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Turkey	Feb 20 2020	202021673	Oct 19 2020	202021673	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Jan 11 2001	00002257664	Jan 15 2001	00002257664	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Mar 19 2010	UK00908968042	Sep 14 2010	UK00908968042	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Feb 14 2020	UK00003467094	Aug 9 2020	UK00003467094	Registered

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Feb 21 2020	UK00918199662	Jun 25 2020	UK00918199662	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Oct 8 1999	75818103	Jul 30 2002	2601789	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Apr 21 1997	75277942	Jan 27 1998	2132863	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Sep 9 2011	85419074	May 22 2012	4145906	Registered
REBECCA TAYLOR RNTD	Rebecca Taylor, Inc.	United States of America	Sep 5 2018	88105577	Nov 26 2019	5922186	Registered
TAILORED BY REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Jun 20 2018	88007826	Nov 26 2019	5921928	Registered
TAYLOR TO YOU BY REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	May 4 2017	87436370	Oct 16 2018	5587216	Registered
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827358			
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827374			
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827367			
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731227	Jun 14 2013	10731227	Registered
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731226	Jun 14 2013	10731226	Registered
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731228	Jun 14 2013	10731228	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731224	Aug 21 2015	10731224	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731223	Jun 14 2013	10731223	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731225	Aug 21 2015	10731225	Registered
	Rebecca Taylor, Inc.	EUTM	Mar 19 2010	008968398	Sep 14 2010	008968398	Registered
	Rebecca Taylor and Elizabeth Bugdaycay	Venezuela	Jun 8 2009	91842009	Sep 11 2013	331.933-P	Registered
	Rebecca Taylor, Inc.	Japan	Aug 8 2002	2002-067424	May 9 2003	4669747	Registered
	Rebecca Taylor, Inc.	New Zealand	Mar 16 2001	634234	Sep 20 2001	634234	Registered
	Rebecca Taylor, Inc.	United Kingdom	Mar 19 2010	UK00908968398	Sep 14 2010	UK00908968398	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Canada	Feb 18 2020	2012405			
REBECCA TAYLOR	Rebecca Taylor and Elizabeth Bugdaycay	India	Apr 23 2010	1955003			

Copyrights

Title	Reg. No.	Reg. Date
Logo Drawing: two cats and crown	VA 0001062382	Sep. 05, 2000
Single Outline drawing of two cats	VA 0001700810	Jan. 27, 2010
Double Outline drawing of two cats	VA 0001700808	Jan. 27, 2010

Domain Names

clbrandgroup.com
contemporarylifestylegroup.com
rabecataylor.com
rabecatayler.com
rebeccataylor.com
rebeccataylor.adultblock
rebeccataylor.clothing
rebeccataylor.cn
rebeccataylor.co.uk
rebeccataylor.com
rebeccataylor.com.br
rebeccataylor.com.cn
rebeccataylor.com.hk
rebeccataylor.com.mx
rebeccataylor.com.ru
rebeccataylor.com.tw
rebeccataylor.de
rebeccataylor.fr
rebeccataylor.hk
rebeccataylor.inc
rebeccataylor.it
rebeccataylor.jp
rebeccataylor.kr
rebeccataylor.mx
rebeccataylor.net.cn
rebeccataylor.nl
rebeccataylor.org.cn
rebeccataylor.ru
rebeccataylor.se
rebeccataylor.tv
rebeccataylor.tw
rebeccataylor.uk
rebeccataylor.us
rebeccataylornyc.com
rtaylor.io

Social Media Accounts

Platform	Handle/Username
Instagram	RebeccaTaylorNYC
Facebook	RebeccaTaylorNYC
Twitter	MyRebeccaTaylor
Pinterest	RebeccaTaylorNYC

Customer Data

Data for approximately 380,000 customers (going back to 2019), of which approximately 160,000 are “active” (i.e., having done one of the following: (a) opened an email within the last 180 days; (b) placed at least 1 order; or (c) made a purchase).

Patterns, Technology Packs, and Images

Pattern files for production patterns from 2005-2022 (totaling more than 10,500 files).

Tech pack materials from 2005-2011, and 2018-present, consisting of: “Archived Tech Packs” totaling more than 8,500 files, and “Production Tech Packs” totaling more than 9,400 files.

Approximately 1,000 digital images.

Approximately 950 in-licensed images from the Seller’s Spring 2020 Photoshoot, subject to the applicable license terms.

Approximately 24 in-licensed images from the Company’s Fall 2022 Look Book Shoot, subject to the applicable license terms.

Files for high-resolution logos.

Contracts

Purchase Agreement, dated as of January 4, 2011, by and among Rebecca Taylor, Inc., Rebecca Design UK Limited, RT Licensing, Inc., Rebecca Taylor Retail Stores, LLC, MeowHK, Limited, Kellwood Company, and specific individuals identified thereto.

Model Release and Non-Disclosure License Agreement, by and between Seller and DNA Model Management, dated as of February 4, 2022.

Unsigned terms of Photographer/Videographer License Agreement, by and between Seller and Robin Galigue, dated as of February 4, 2022.

Model Release and Non-Disclosure Agreement, by and between Seller and Wilhelmina Models, Inc., dated as of January 29, 2020.

Model Release and Non-Disclosure Agreement, by and between Seller and RED NYC, LLC, dated as of January 30, 2020.

Photographer Work For Hire Agreement, by and between Debtor and Aingeru Zorita, dated as of January 29, 2020.

Other

All samples and fabric swatches for Spring 2023 and all seasons of 2022 that are owned by Debtor and in Debtor's custody and control.

EXHIBIT A-1

**Filings
(ABL Credit Agreement)**

[see attached]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Katarzyna Gaysunas (617) 341-7729	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Morgan, Lewis & Bockius LLP One Federal Street Boston, MA 02110-1726 katarzyna.gaysunas@morganlewis.com	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 201911048485070 11/04/2019	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

See Exhibit A with description of the released collateral. This is a partial release and, as such, shall not, nor shall it be deemed in any way to release, impair, or affect any of the Secured Party's rights, titles, liens, or security interests in the remaining collateral not released hereby.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Citizens Bank, N.A., as Agent

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**
Filed with: NY - Department of State; Debtor: Rebecca Taylor, Inc.

F#906272
A#1238746

EXHIBIT A

Trademarks

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471258	Jan 25 2012	1471258	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471259	Jan 25 2012	1471259	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471260	Jan 25 2012	1471260	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471261	Jan 25 2012	1471261	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 24 2022	62813336	Aug 21 2022	62813336	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 24 2022	62839235	Aug 21 2022	62839235	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Jan 31 2007	5880281	Sep 7 2014	5880281	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 25 2022	62853328	Aug 28 2022	62853328	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Oct 11 1999	1501114	Jan 7 2001	1501114	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 18 2020	44108331	Oct 21 2020	44108331	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 18 2020	44114005	Oct 21 2020	44114005	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	EUTM	Mar 19 2010	008968042	Sep 14 2010	008968042	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	EUTM	Feb 21 2020	018199662	Jun 25 2020	018199662	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Honduras	Feb 17 2009	09005408	Apr 4 2011	115689	Registered
rebecca taylor	Rebecca Taylor, Inc.	Hong Kong	Oct 19 1999	200016533	Oct 19 1999	200016533	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Hong Kong	Sep 10 2010	301712259	Sep 10 2010	301712259	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Hong Kong	Aug 12 2011	302002977	Aug 12 2011	302002977	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Hong Kong	Feb 21 2020	305196772	Feb 21 2020	305196772	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Japan	Jul 27 1998	H10-063661	Mar 3 2000	4365303	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Japan	Jul 8 1999	H11-060671	May 19 2000	4384845	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165621	Aug 13 2020	165621	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165622	Aug 13 2020	165622	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165619	Aug 13 2020	165619	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165623	Aug 13 2020	165623	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165620	Aug 13 2020	165620	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Mar 2 2022	2705295	Jun 21 2022	2412056	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204224	Oct 16 2012	1320747	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204223	Oct 11 2012	1319664	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Mar 2 2022	2705293	Jun 21 2022	2412055	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204222	Oct 16 2012	1320746	Registered
REBECCA TAYLOR	Kellwood Company	Republic of Korea (South)	Dec 12 2011	4020110069880	Aug 5 2013	400986440000	Registered
rebecca taylor	Rebecca Taylor, Inc.	Singapore	Nov 25 1999	T9913558G	Mar 13 2001	T9913558G	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Taiwan	Jan 31 2000	089005364	Feb 16 2001	00931776	Registered
rebecca taylor	Rebecca Taylor, Inc.	Turkey	Jan 31 2013	2013-09475	Apr 14 2014	2013 09475	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Turkey	Feb 20 2020	202021673	Oct 19 2020	202021673	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Jan 11 2001	00002257664	Jan 15 2001	00002257664	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Mar 19 2010	UK00908968042	Sep 14 2010	UK00908968042	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Feb 14 2020	UK00003467094	Aug 9 2020	UK00003467094	Registered

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Feb 21 2020	UK00918199662	Jun 25 2020	UK00918199662	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Oct 8 1999	75818103	Jul 30 2002	2601789	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Apr 21 1997	75277942	Jan 27 1998	2132863	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Sep 9 2011	85419074	May 22 2012	4145906	Registered
REBECCA TAYLOR RNTD	Rebecca Taylor, Inc.	United States of America	Sep 5 2018	88105577	Nov 26 2019	5922186	Registered
TAILORED BY REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Jun 20 2018	88007826	Nov 26 2019	5921928	Registered
TAYLOR TO YOU BY REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	May 4 2017	87436370	Oct 16 2018	5587216	Registered
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827358			
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827374			
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827367			
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731227	Jun 14 2013	10731227	Registered
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731226	Jun 14 2013	10731226	Registered
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731228	Jun 14 2013	10731228	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731224	Aug 21 2015	10731224	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731223	Jun 14 2013	10731223	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731225	Aug 21 2015	10731225	Registered
	Rebecca Taylor, Inc.	EUTM	Mar 19 2010	008968398	Sep 14 2010	008968398	Registered
	Rebecca Taylor and Elizabeth Bugdaycay	Venezuela	Jun 8 2009	91842009	Sep 11 2013	331.933-P	Registered
	Rebecca Taylor, Inc.	Japan	Aug 8 2002	2002-067424	May 9 2003	4669747	Registered
	Rebecca Taylor, Inc.	New Zealand	Mar 16 2001	634234	Sep 20 2001	634234	Registered
	Rebecca Taylor, Inc.	United Kingdom	Mar 19 2010	UK00908968398	Sep 14 2010	UK00908968398	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Canada	Feb 18 2020	2012405			
REBECCA TAYLOR	Rebecca Taylor and Elizabeth Bugdaycay	India	Apr 23 2010	1955003			

Copyrights

Title	Reg. No.	Reg. Date
Logo Drawing: two cats and crown	VA 0001062382	Sep. 05, 2000
Single Outline drawing of two cats	VA 0001700810	Jan. 27, 2010
Double Outline drawing of two cats	VA 0001700808	Jan. 27, 2010

Domain Names

clbrandgroup.com
contemporarylifestylegroup.com
rabecataylor.com
rabecatayler.com
rebeccataylor.com
rebeccataylor.adultblock
rebeccataylor.clothing
rebeccataylor.cn
rebeccataylor.co.uk
rebeccataylor.com
rebeccataylor.com.br
rebeccataylor.com.cn
rebeccataylor.com.hk
rebeccataylor.com.mx
rebeccataylor.com.ru
rebeccataylor.com.tw
rebeccataylor.de
rebeccataylor.fr
rebeccataylor.hk
rebeccataylor.inc
rebeccataylor.it
rebeccataylor.jp
rebeccataylor.kr
rebeccataylor.mx
rebeccataylor.net.cn
rebeccataylor.nl
rebeccataylor.org.cn
rebeccataylor.ru
rebeccataylor.se
rebeccataylor.tv
rebeccataylor.tw
rebeccataylor.uk
rebeccataylor.us
rebeccataylornyc.com
rtaylor.io

Social Media Accounts

Platform	Handle/Username
Instagram	RebeccaTaylorNYC
Facebook	RebeccaTaylorNYC
Twitter	MyRebeccaTaylor
Pinterest	RebeccaTaylorNYC

Customer Data

Data for approximately 380,000 customers (going back to 2019), of which approximately 160,000 are “active” (i.e., having done one of the following: (a) opened an email within the last 180 days; (b) placed at least 1 order; or (c) made a purchase).

Patterns, Technology Packs, and Images

Pattern files for production patterns from 2005-2022 (totaling more than 10,500 files).

Tech pack materials from 2005-2011, and 2018-present, consisting of: “Archived Tech Packs” totaling more than 8,500 files, and “Production Tech Packs” totaling more than 9,400 files.

Approximately 1,000 digital images.

Approximately 950 in-licensed images from the Debtor’s Spring 2020 Photoshoot, subject to the applicable license terms.

Approximately 24 in-licensed images from the Company’s Fall 2022 Look Book Shoot, subject to the applicable license terms.

Files for high-resolution logos.

Contracts

Purchase Agreement, dated as of January 4, 2011, by and among Rebecca Taylor, Inc., Rebecca Design UK Limited, RT Licensing, Inc., Rebecca Taylor Retail Stores, LLC, MeowHK, Limited, Kellwood Company, and specific individuals identified thereto.

Model Release and Non-Disclosure License Agreement, by and between Debtor and DNA Model Management, dated as of February 4, 2022.

Unsigned terms of Photographer/Videographer License Agreement, by and between Debtor and Robin Galigue, dated as of February 4, 2022.

Model Release and Non-Disclosure Agreement, by and between Debtor and Wilhelmina Models, Inc., dated as of January 29, 2020.

Model Release and Non-Disclosure Agreement, by and between Debtor and RED NYC, LLC, dated as of January 30, 2020.

Photographer Work For Hire Agreement, by and between Debtor and Aingeru Zorita, dated as of January 29, 2020.

Other

All samples and fabric swatches for Spring 2023 and all seasons of 2022 that are owned by Debtor and in Debtor's custody and control.

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.

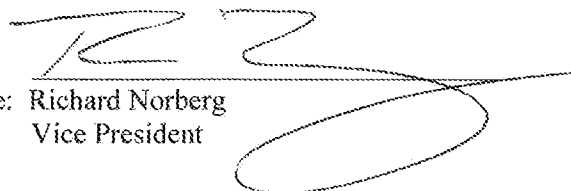
Except for the release of the Specified Marks specifically identified on Schedule A attached hereto and other Released Collateral, all terms and provisions of the Agreements shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of any Agreement,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

DB1/ 13417490.3

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

EXHIBIT A-2

**Filings
(Term Credit Agreement)**

[see attached]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Melissa W. Gaied, Esq.
Choate Hall & Stewart LLP
Two International Place
Boston, MA 02110

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
File # 202109070332859 filed on 09/07/21
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.
DELETE name: Give record name to be deleted in item 6a or 6b.
ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS Not Applicable
ADD'L INFO RE ORGANIZATION DEBTOR
7e. TYPE OF ORGANIZATION
7f. JURISDICTION OF ORGANIZATION
7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral [X] deleted or [] added, or give entire [] restated collateral description, or describe collateral [] assigned.

See Exhibit A with description of the released collateral. This is a partial release and, as such, shall not, nor shall it be deemed in any way to release, impair or affect any of the Secured Party's rights, titles, liens, or security interests in the remaining collateral not released hereby.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
PLC Agent LLC, as Agent
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
To be filed with NY Dept. of State - Debtor: Rebecca Taylor, Inc.

EXHIBIT A

Trademarks

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471258	Jan 25 2012	1471258	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471259	Jan 25 2012	1471259	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471260	Jan 25 2012	1471260	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc	Australia	Jan 25 2012	1471261	Jan 25 2012	1471261	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 24 2022	62813336	Aug 21 2022	62813336	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 24 2022	62839235	Aug 21 2022	62839235	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Jan 31 2007	5880281	Sep 7 2014	5880281	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 25 2022	62853328	Aug 28 2022	62853328	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Oct 11 1999	1501114	Jan 7 2001	1501114	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	China	Feb 18 2020	44108331	Oct 21 2020	44108331	Registered
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REBECCA TAYLOR	Rebecca Taylor, Inc.	EUTM	Mar 19 2010	008968042	Sep 14 2010	008968042	Registered
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rebecca taylor	Rebecca Taylor, Inc.	Hong Kong	Oct 19 1999	200016533	Oct 19 1999	200016533	Registered
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REBECCA TAYLOR	Rebecca Taylor, Inc.	Japan	Jul 27 1998	H10-063661	Mar 3 2000	4365303	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Japan	Jul 8 1999	H11-060671	May 19 2000	4384845	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165621	Aug 13 2020	165621	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165622	Aug 13 2020	165622	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165619	Aug 13 2020	165619	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165623	Aug 13 2020	165623	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Macau	Feb 19 2020	165620	Aug 13 2020	165620	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Mar 2 2022	2705295	Jun 21 2022	2412056	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204224	Oct 16 2012	1320747	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204223	Oct 11 2012	1319664	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Mar 2 2022	2705293	Jun 21 2022	2412055	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Mexico	Aug 18 2011	1204222	Oct 16 2012	1320746	Registered
REBECCA TAYLOR	Kellwood Company	Republic of Korea (South)	Dec 12 2011	4020110069880	Aug 5 2013	400986440000	Registered
rebecca taylor	Rebecca Taylor, Inc.	Singapore	Nov 25 1999	T9913558G	Mar 13 2001	T9913558G	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Taiwan	Jan 31 2000	089005364	Feb 16 2001	00931776	Registered
rebecca taylor	Rebecca Taylor, Inc.	Turkey	Jan 31 2013	2013-09475	Apr 14 2014	2013 09475	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Turkey	Feb 20 2020	202021673	Oct 19 2020	202021673	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Jan 11 2001	00002257664	Jan 15 2001	00002257664	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Mar 19 2010	UK00908968042	Sep 14 2010	UK00908968042	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Feb 14 2020	UK00003467094	Aug 9 2020	UK00003467094	Registered

Trademark	Owner	Country	App. Date	App. No.	Reg. Date	Reg. No.	Status
REBECCA TAYLOR	Rebecca Taylor, Inc.	United Kingdom	Feb 21 2020	UK00918199662	Jun 25 2020	UK00918199662	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Oct 8 1999	75818103	Jul 30 2002	2601789	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Apr 21 1997	75277942	Jan 27 1998	2132863	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Sep 9 2011	85419074	May 22 2012	4145906	Registered
REBECCA TAYLOR RNTD	Rebecca Taylor, Inc.	United States of America	Sep 5 2018	88105577	Nov 26 2019	5922186	Registered
TAILORED BY REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	Jun 20 2018	88007826	Nov 26 2019	5921928	Registered
TAYLOR TO YOU BY REBECCA TAYLOR	Rebecca Taylor, Inc.	United States of America	May 4 2017	87436370	Oct 16 2018	5587216	Registered
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827358			
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827374			
REBECCA	Rebecca Taylor, Inc.	United States of America	Mar 9 2020	88827367			
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731227	Jun 14 2013	10731227	Registered
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731226	Jun 14 2013	10731226	Registered
丽贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731228	Jun 14 2013	10731228	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731224	Aug 21 2015	10731224	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731223	Jun 14 2013	10731223	Registered
瑞贝卡泰勒 (Rebecca Taylor in Chinese)	Rebecca Taylor, Inc.	China	Apr 6 2012	10731225	Aug 21 2015	10731225	Registered
 rebecca taylor	Rebecca Taylor, Inc.	EUTM	Mar 19 2010	008968398	Sep 14 2010	008968398	Registered
 rebecca taylor	Rebecca Taylor and Elizabeth Bugdaycay	Venezuela	Jun 8 2009	91842009	Sep 11 2013	331.933-P	Registered
 rebecca taylor	Rebecca Taylor, Inc.	Japan	Aug 8 2002	2002-067424	May 9 2003	4669747	Registered
 rebecca taylor	Rebecca Taylor, Inc.	New Zealand	Mar 16 2001	634234	Sep 20 2001	634234	Registered
 rebecca taylor	Rebecca Taylor, Inc.	United Kingdom	Mar 19 2010	UK00908968398	Sep 14 2010	UK00908968398	Registered
REBECCA TAYLOR	Rebecca Taylor, Inc.	Canada	Feb 18 2020	2012405			
REBECCA TAYLOR	Rebecca Taylor and Elizabeth Bugdaycay	India	Apr 23 2010	1955003			

Copyrights

Title	Reg. No.	Reg. Date
Logo Drawing: two cats and crown	VA 0001062382	Sep. 05, 2000
Single Outline drawing of two cats	VA 0001700810	Jan. 27, 2010
Double Outline drawing of two cats	VA 0001700808	Jan. 27, 2010

Domain Names

clbrandgroup.com
contemporarylifestylegroup.com
rabecataylor.com
rabecatayler.com
rebeccataylor.com
rebeccataylor.adultblock
rebeccataylor.clothing
rebeccataylor.cn
rebeccataylor.co.uk
rebeccataylor.com
rebeccataylor.com.br
rebeccataylor.com.cn
rebeccataylor.com.hk
rebeccataylor.com.mx
rebeccataylor.com.ru
rebeccataylor.com.tw
rebeccataylor.de
rebeccataylor.fr
rebeccataylor.hk
rebeccataylor.inc
rebeccataylor.it
rebeccataylor.jp
rebeccataylor.kr
rebeccataylor.mx
rebeccataylor.net.cn
rebeccataylor.nl
rebeccataylor.org.cn
rebeccataylor.ru
rebeccataylor.se
rebeccataylor.tv
rebeccataylor.tw
rebeccataylor.uk
rebeccataylor.us
rebeccataylornyc.com
rtaylor.io

Social Media Accounts

Platform	Handle/Username
Instagram	RebeccaTaylorNYC
Facebook	RebeccaTaylorNYC
Twitter	MyRebeccaTaylor
Pinterest	RebeccaTaylorNYC

Customer Data

Data for approximately 380,000 customers (going back to 2019), of which approximately 160,000 are “active” (i.e., having done one of the following: (a) opened an email within the last 180 days; (b) placed at least 1 order; or (c) made a purchase).

Patterns, Technology Packs, and Images

Pattern files for production patterns from 2005-2022 (totaling more than 10,500 files).

Tech pack materials from 2005-2011, and 2018-present, consisting of: “Archived Tech Packs” totaling more than 8,500 files, and “Production Tech Packs” totaling more than 9,400 files.

Approximately 1,000 digital images.

Approximately 950 in-licensed images from the Debtor’s Spring 2020 Photoshoot, subject to the applicable license terms.

Approximately 24 in-licensed images from the Company’s Fall 2022 Look Book Shoot, subject to the applicable license terms.

Files for high-resolution logos.

Contracts

Purchase Agreement, dated as of January 4, 2011, by and among Rebecca Taylor, Inc., Rebecca Design UK Limited, RT Licensing, Inc., Rebecca Taylor Retail Stores, LLC, MeowHK, Limited, Kellwood Company, and specific individuals identified thereto.

Model Release and Non-Disclosure License Agreement, by and between Debtor and DNA Model Management, dated as of February 4, 2022.

Unsigned terms of Photographer/Videographer License Agreement, by and between Debtor and Robin Galigue, dated as of February 4, 2022.

Model Release and Non-Disclosure Agreement, by and between Debtor and Wilhelmina Models, Inc., dated as of January 29, 2020.

Model Release and Non-Disclosure Agreement, by and between Debtor and RED NYC, LLC, dated as of January 30, 2020.

Photographer Work For Hire Agreement, by and between Debtor and Aingeru Zorita, dated as of January 29, 2020.

Other

All samples and fabric swatches for Spring 2023 and all seasons of 2022 that are owned by Debtor and in Debtor's custody and control.

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.

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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: 007935 FRAME: 0790

SCHEDULE A
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.