

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813291

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release of Security Interest in Trademarks Recorded at Reel/Frame 6419/0431 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CITIZENS BANK, N.A., as administrative agent | | 05/25/2023 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | VINCE, LLC | | |
| Street Address: | 500 Fifth Avenue, 20th floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10110 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4902935 | VINCE. | |
| Registration Number: | 3954984 | VINCE. | |
| Registration Number: | 4258156 | VINCE. | |
| Registration Number: | 3954985 | VINCE. | |
| Registration Number: | 4902930 | VINCE | |
| Registration Number: | 5557147 | VINCE | |
| Registration Number: | 4251580 | VINCE | |
| Registration Number: | 2929250 | VINCE | |
| Registration Number: | 5215427 | VINCE | |
| Registration Number: | 4871120 | VINCE | |
| Registration Number: | 3680680 | VINCE | |
| Registration Number: | 5537419 | VINCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172359493 | | |
| <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: | 212-596-9287 | | |
| Email: | nicole.mollica@ropesgray.com | | |

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Correspondent Name: Nicole Mollica, Ropes & Gray LLP
Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 118389-0003

NAME OF SUBMITTER: Nicole Mollica

SIGNATURE: /nicole mollica/

DATE SIGNED: 05/26/2023

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “*Release*”) is granted as of May 25, 2023 by **CITIZENS BANK, N.A.**, as administrative agent (the “*Grantee*”), in favor of **VINCE, LLC**, a Delaware limited liability company (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 Grantee, (ii) that certain Grant of Security Interest in United States Trademarks, dated as of August 21, 2018 (the “*2018 Trademark Security Agreement*”), which was recorded with the United States Patent and Trademark Office (the “*PTO*”) on August 21, 2018, at Reel 6419 and Frame 0431, (iii) that certain Grant of Security Interest in United States Trademarks, dated as of July 25, 2019 (the “*2019 Trademark Security Agreement*”), which was recorded with the PTO on July 25, 2019, at Reel 6703 and Frame 0472, (iv) that certain Grant of Security Interest in United States Trademarks, dated as of February 20, 2020 (the “*February 2020 Trademark Security Agreement*”), which was recorded with the PTO on March 16, 2020, at Reel 6892 and Frame 0520, (v) that certain Grant of Security Interest in United States Trademarks, dated as of June 9, 2020 (the “*June 2020 Trademark Security Agreement*”), which was recorded with the PTO on June 9, 2020, at Reel 6956 and Frame 0626, (vi) that certain Grant of Security Interest in United States Trademarks, dated as of September 7, 2021 (the “*2021 Trademark Security Agreement*”), which was recorded with the PTO on September 7, 2021, at Reel 7414 and Frame 0612, and (vii) that certain Grant of Security Interest in United States Trademarks, dated as of September 23, 2022, which was recorded with the PTO on September 30, 2022 at Reel 7858 and Frame 0779 (the “*2022 Trademark Security Agreement*”; and, together with the 2018 Trademark Security Agreement, the 2019 Trademark Security Agreement, the February 2020 Trademark Security Agreement, the June 2020 Trademark Security Agreement and the 2021 Trademark Security Agreement, the each a “*Trademark Security Agreement*” and, collectively, the “*Trademark Security Agreements*”), 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 Trademark Security Agreement); and

WHEREAS, the Grantor has requested that the Grantee release such security interest granted pursuant to the Trademark Security Agreements, but solely with respect to the trademarks, trademark registrations, and trademark applications 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, on its own behalf and on behalf of the Lenders (as defined in the Security Agreement) and the Grantor do hereby agree as follows:

1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, as applicable.
2. Termination and Release. Grantee, on its own behalf and on behalf of the Lenders, hereby:
 - a. (i) releases, terminates, forever discharges, and cancels, 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 Agreements solely with respect to the Released Collateral.

b. authorizes and requests that the PTO note and record this Release.

3. Further Assurances. The Grantee, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any Released Collateral, Grantee will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

Except for the release of the Released Collateral, including the Specified Marks specifically identified on Schedule A attached hereto, all terms and provisions of the Trademark Security Agreements shall remain in full force and effect.

THIS 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 Release as of the date above first written.

CITIZENS BANK, N.A.

By: 

Name: Richard Norberg

Title: Senior Vice President

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

TRADEMARK
REEL: 008085 FRAME: 0130

SCHEDULE A
RELEASED TRADEMARKS

| NO. | COUNTRY | MARK | FILING DATE | APPLICATION/ SERIAL NO. | REGISTRATION DATE | REGISTRATION NO. |
|------------|----------------|---------------------|--------------------|------------------------------------|------------------------------|-----------------------------|
| 1. | USA | VINCE. | Apr 10, 2014 | 86978017 | Feb 16, 2016 | 4902935 |
| 2. | USA | VINCE. | Sep 14, 2010 | 85129380 | May 3, 2011 | 3954984 |
| 3. | USA | VINCE. | Sep 14, 2010 | 85129527 | Dec 11, 2012 | 4258156 |
| 4. | USA | VINCE. | Sep 14, 2010 | 85129401 | May 3, 2011 | 3954985 |
| 5. | USA | VINCE, ASSEMBLED | May 28, 2019 | 88979933 | Aug 31, 2021 | 6472250 |
| 6. | USA | VINCE batsy | Jul 29, 2020 | 90976062 | Feb 8, 2022 | 6641227 |
| 7. | USA | CRAFTED BY VINCE | Oct 15, 2021 | 97077214 | Nov 8, 2022 | 6894917 |
| 8. | USA | CRAFTED BY VINCE | Dec 10, 2021 | 97166649 | Dec 13, 2022 | 6924711 |
| 9. | USA | VINCE | Jan 4, 2018 | 87743617 | Apr 5, 2022 | 6694419 |
| 10. | USA | VINCE | Apr 11, 2014 | 86977980 | Feb 16, 2016 | 4902930 |
| 11. | USA | VINCE | Oct 8, 2020 | 90241777 | Jun 29, 2021 | 6402235 |
| 12. | USA | VINCE | Oct 28, 2016 | 87977980 | Sep 4, 2018 | 5557147 |
| 13. | USA | VINCE | Feb 14, 2012 | 85542556 | Nov 27, 2012 | 4251580 |
| 14. | USA | VINCE | May 9, 2016 | 87981009 | Jul 16, 2019 | 5808245 |
| 15. | USA | VINCE | Mar 8, 2002 | 76380074 | Mar 1, 2005 | 2929250 |
| 16. | USA | VINCE | Dec 2, 2019 | 88983502 | Feb 8, 2022 | 6640240 |

| NO. | COUNTRY | MARK | FILING DATE | APPLICATION/ SERIAL NO. | REGISTRATION DATE | REGISTRATION NO. |
|-----|---------|---------------------|--------------|----------------------------|----------------------|---------------------|
| 17. | USA | VINCE | May 9, 2016 | 87029332 | Jan 28, 2020 | 5973431 |
| 18. | USA | VINCE | Feb 28, 2020 | 88814797 | N/A | N/A |
| 19. | USA | VINCE | Feb 21, 2020 | 88805255 | N/A | N/A |
| 20. | USA | VINCE | Feb 20, 2020 | 88804206 | N/A | N/A |
| 21. | USA | VINCE | May 9, 2016 | 87975201 | May 30, 2017 | 5215427 |
| 22. | USA | VINCE | Apr 4, 2013 | 85983917 | Dec 15, 2015 | 4871120 |
| 23. | USA | VINCE | Dec 2, 2019 | 88984427 | Sep 13, 2022 | 6847273 |
| 24. | USA | VINCE | Mar 18, 2022 | 97320103 | Nov 8, 2022 | 6895275 |
| 25. | USA | VINCE | Jan 4, 2018 | 87981030 | Jul 16, 2019 | 5808249 |
| 26. | USA | VINCE | Jan 15, 2008 | 77372502 | Sep 8, 2009 | 3680680 |
| 27. | USA | VINCE | Oct 28, 2016 | 87981167 | Aug 20, 2019 | 5840835 |
| 28. | USA | VINCE | Oct 28, 2016 | 87977889 | Aug 7, 2018 | 5537419 |
| 29. | USA | VINCE | Nov 11, 2020 | 90312431 | Jun 29, 2021 | 6403547 |
| 30. | USA | VINCE BABY | Jul 29, 2020 | 90976053 | May 24, 2022 | 6741356 |
| 31. | USA | VINCE TRAVELER | Dec 2, 2020 | 90976575 | May 24, 2022 | 6726458 |
| 32. | USA | VINCE UNFOLD | Sep 14, 2018 | 88118158 | Feb 11, 2020 | 5985464 |
| 33. | USA | VINCE. ASSEMBLED | May 28, 2019 | 88980130 | Aug 31, 2021 | 6472251 |
| 34. | USA | Vince. Unfold | May 24, 2019 | 88445388 | Dec 10, 2019 | 5931365 |