

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Recorded at Reel/Frame 6703/0472		
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: 4			
Property Type	Number	Word Mark	
Registration Number:	5808245	VINCE	
Registration Number:	5808249	VINCE	
Registration Number:	5985464	VINCE UNFOLD	
Registration Number:	5931365	VINCE. UNFOLD	
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		
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: 0137

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