

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLC AGENT LLC		05/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VINCE, LLC		
Street Address:	c/o Vince Holding Corp., 500 Fifth Ave.		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	90312431	VINCE	
Serial Number:	90241777	VINCE	
Serial Number:	87981030	VINCE	
Serial Number:	87977889	VINCE	
Serial Number:	87977980	VINCE	
Serial Number:	87981167	VINCE	
Serial Number:	87981009	VINCE	
Serial Number:	87029332	VINCE	
Serial Number:	87975201	VINCE	
Serial Number:	86977980	VINCE	
Serial Number:	85983917	VINCE	
Serial Number:	85542556	VINCE	
Serial Number:	77372502	VINCE	
Serial Number:	76380074	VINCE	
Serial Number:	88118158	VINCE UNFOLD	
Serial Number:	88980130	VINCE. ASSEMBLED	
Serial Number:	88979933	VINCE. ASSEMBLED	
Serial Number:	85129380	VINCE.	

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Property Type	Number	Word Mark
Serial Number:	86978017	VINCE.
Serial Number:	85129527	VINCE.
Serial Number:	85129401	VINCE.
Serial Number:	88445388	VINCE. UNFOLD
Serial Number:	97166649	CRAFTED BY VINCE
Serial Number:	97077214	CRAFTED BY VINCE
Serial Number:	90976575	VINCE TRAVELER
Serial Number:	90976053	VINCE BABY
Serial Number:	90976062	VINCE. BABY
Serial Number:	97320103	VINCE
Serial Number:	88983502	VINCE
Serial Number:	87743617	VINCE
Serial Number:	88984427	VINCE

CORRESPONDENCE DATA

Fax Number:

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: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 50 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	05/26/2023

Total Attachments: 7
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “*Termination and Release*”) is granted as of May 25, 2023 by PLC AGENT LLC, as administrative agent and collateral 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 September 7, 2021 (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 September 7, 2021 (the “*2021 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 and (iii) that certain Grant of Security Interest in United States Trademarks, dated as of September 23, 2022, which was recorded with the PTO on September 23, 2022, at Reel 7855 and Frame 0248 (the “*2022 Trademark Security Agreement*” and, together with the 2021 Trademark Security Agreement, 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 in and to the Marks granted pursuant to the Trademark Security Agreements, including the Marks listed on Schedule A, together with (a) all applications and registrations with respect to the Marks, (b) all proceeds and products of the Marks, (c) the goodwill of the businesses with which the Marks are associated, and (d) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (the Marks, together with clauses (a)-(d), the “*Released Collateral*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee, on its own behalf and on behalf of the Lenders (as defined in the Security Agreement), and Grantors 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; and
 - b. authorizes and requests that the PTO note and record this Termination and 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 of the 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.

THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

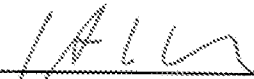
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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination and Release as of the date above first written.

PLC AGENT LLC

By: Pathlight Capital LP, its Sole Member

By: Pathlight GP LLC, its General Partner

By: 
Name: Christopher Arnold
Title: Managing Director

**SCHEDULE A
MARKS**

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
VINCE	USA	90312431 11-NOV-2020	6403547 29-JUN-2021	Registered	Vince, LLC
VINCE	USA	90241777 08-OCT-2020	6402235 29-JUN-2021	Registered	Vince, LLC
VINCE	USA	87981030 04-JAN-2018	5808249 16-JUL-2019	Registered	Vince, LLC
VINCE	USA	87977889 28-OCT-2016	5537419 07-AUG-2018	Registered	Vince, LLC
VINCE	USA	87977980 28-OCT-2016	5557147 04-SEP-2018	Registered	Vince, LLC
VINCE	USA	87981167 28-OCT-2016	5840835 20-AUG-2019	Registered	Vince, LLC
VINCE	USA	87981009 09-MAY-2016	5808245 16-JUL-2019	Registered	Vince, LLC
VINCE	USA	87029332 09-MAY-2016	5973431 28-JAN-2020	Registered	Vince, LLC
VINCE	USA	87975201 09-MAY-2016	5215427 30-MAY-2017	Registered	Vince, LLC
VINCE	USA	86977980 11-APR-2014	4902930 16-FEB-2016	Registered	Vince, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
VINCE	USA	85983917 04-APR-2013	4871120 15-DEC-2015	Registered	Vince, LLC
VINCE	USA	85542556 14-FEB-2012	4251580 27-NOV-2012	Registered	Vince, LLC
VINCE	USA	77372502 15-JAN-2008	3680680 08-SEP-2009	Registered	Vince, LLC
VINCE	USA	76380074 08-MAR-2002	2929250 01-MAR-2005	Registered	Vince, LLC
VINCE UNFOLD	USA	88118158 14-SEP-2018	5985464 11-FEB-2020	Registered	Vince, LLC
VINCE. ASSEMBLED	USA	88980130 28-MAY-2019	6472251 31-AUG-2021	Registered	Vince, LLC
VINCE. ASSEMBLED Stylized	USA	88979933 28-MAY-2019	6472250 31-AUG-2021	Registered	Vince, LLC
VINCE. Stylized VINCE.	USA	85129380 14-SEP-2010	3954984 03-MAY-2011	Registered	Vince, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
VINCE. Stylized VINCe.	USA	86978017 10-APR-2014	4902935 16-FEB-2016	Registered	Vince, LLC
VINCE. Stylized VINCe.	USA	85129527 14-SEP-2010	4258156 11-DEC-2012	Registered	Vince, LLC
VINCE. Stylized VINCe.	USA	85129401 14-SEP-2010	3954985 03-MAY-2011	Registered	Vince, LLC
VINCE. UNFOLD Design VINCe.	USA	88445388 24-MAY-2019	5931365 10-DEC-2019	Registered	Vince, LLC
CRAFTED BY VINCE	USA	97166649 December 10, 2021	N/A	Pending	Vince, LLC
CRAFTED BY VINCE	USA	97077214 October 15, 2021	N/A	Pending	Vince, LLC
VINCE TRAVELER	USA	90976575 December 2, 2020	6726458 May 24, 2022	Registered	Vince, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
VINCE BABY	USA	90976053 July 29, 2020	6741356 May 24, 2022	Registered	Vince, LLC
VINCE BABY Stylized	USA	90976062 July 29, 2020	6641227 February 8, 2022	Registered	Vince, LLC
VINCE	USA	97320103 March 18, 2022	N/A	Pending	Vince, LLC
VINCE	USA	88983502 December 2, 2019	6640240 February 8, 2022	Registered	Vince, LLC
VINCE	USA	87743617 January 4, 2018	6694419 April 5, 2022	Registered	Vince, LLC
VINCE	USA	88984427 December 2, 2019	6847273 September 13, 2022	Registered	Vince, LLC

TRADEMARK

REEL: 008085 FRAME: 0271

RECORDED: 05/26/2023