

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM818967

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 7137/0180		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SK Financial Services, LLC		05/25/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vince, LLC		
<b>Street Address:</b>	500 5th Avenue		
<b>Internal Address:</b>	20th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5537419	VINCE	
<b>Registration Number:</b>	3680680	VINCE	
<b>Registration Number:</b>	3954985	VINCE.	
<b>Registration Number:</b>	3954984	VINCE.	
<b>Registration Number:</b>	4871120	VINCE	
<b>Registration Number:</b>	4902930	VINCE	
<b>Registration Number:</b>	4251580	VINCE	
<b>Registration Number:</b>	4258156	VINCE.	
<b>Registration Number:</b>	2929250	VINCE	
<b>Registration Number:</b>	4902935	VINCE.	
<b>Registration Number:</b>	5215427	VINCE	
<b>Registration Number:</b>	5840835	VINCE	
<b>Registration Number:</b>	5973431	VINCE	
<b>Serial Number:</b>	88804206	VINCE	
<b>Serial Number:</b>	88805255	VINCE	
<b>Serial Number:</b>	88814797	VINCE	

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**CORRESPONDENCE DATA****Fax Number:** 3128622200*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:** 3128622000**Email:** rob.soneson@kirkland.com**Correspondent Name:** Rob Soneson**Address Line 1:** 300 N LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654**ATTORNEY DOCKET NUMBER:** 16867-1**NAME OF SUBMITTER:** Rob Soneson**SIGNATURE:** /rsoneson/**DATE SIGNED:** 06/21/2023**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 **SK FINANCIAL SERVICES, LLC**, 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 December 11, 2020 (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 December 11, 2020 (the “*2020 Trademark Security Agreement*”), which was recorded with the United States Patent and Trademark Office (the “*PTO*”) on December 16, 2020, at Reel 7137 and Frame 0180, (iii) that certain Grant of Security Interest in United States Trademarks, dated as of September 23, 2022 (the “*2022 Trademark Security Agreement*”), which was recorded with the PTO on September 23, 2022, at Reel 7854 and Frame 0742, (the 2022 Trademark Security Agreement, together with the 2020 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 interests 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; and
  - 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 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.

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.

**SK FINANCIAL SERVICES, LLC**

DocuSigned by:

*M. Joseph Politoski, II*

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By: \_\_\_\_\_

Name: M. Joseph Politoski II

Title: Vice President and Assistant Treasurer

**SCHEDULE A**

**RELEASED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. / Filing Date</b>	<b>Registration No. / Registration Date</b>	<b>Status</b>	<b>Current Owner of Record</b>
CRAFTED BY VINCE	USA	97166649 December 10, 2021	6924711 December 13, 2022	Registered	Vince, LLC
CRAFTED BY VINCE	USA	97077214 October 15, 2021	6894917 November 8, 2022	Registered	Vince, LLC
VINCE TRAVELER	USA	90976575 December 2, 2020	6726458 May 24, 2022	Registered	Vince, LLC
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	6895275 November 8, 2022	Registered	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

<b>Trademark</b>	<b>Owner</b>	<b>Status in PTO</b>	<b>Serial Number / Registration Number</b>	<b>Filing Date/ Issue Date</b>
VINCE	Vince, LLC	Pending		
VINCE	Vince, LLC	Registered	5537419	8/7/18
VINCE	Vince, LLC	Registered	3680680	9/8/09
VINCE	Vince, LLC	Registered	3954985	5/3/11
VINCE	Vince, LLC	Registered	3954984	5/3/11

VINCE	Vince, LLC	Registered	4871120	12/15/15
VINCE	Vince, LLC	Registered	4902930	2/16/16
VINCE	Vince, LLC	Registered	4251580	11/27/12
VINCE.	Vince, LLC	Registered	4258156	12/11/12
VINCE	Vince, LLC	Registered	2929250	3/1/05
VINCE	Vince, LLC	Registered	4902935	2/16/16
VINCE	Vince, LLC	Registered	5,215,427	5/30/17

Mark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
VINCE	87/981,167	10/20/2016	5,840,835	08/20/2019	Registered	Vince, LLC

Grantor / Owner	Trademark	TM Logo	Application No.	Application Date	Reg. No.	Reg. Date
VINCE, LLC	VINCE	N/A	87029332	May 9, 2016	5973431	January 28, 2020
VINCE, LLC	VINCE	N/A	88804206	February 20, 2020	N/A	N/A
VINCE, LLC	VINCE	N/A	88805255	February 21,2020	N/A	N/A
VINCE, LLC	VINCE	N/A	88814797	February 27,2020	N/A	N/A