

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TMI20053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		02/12/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Company Name:	GALAXY ACTIVE LLC		
Street Address:	440 9th Avenue, 6th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	HAWK 900 BRANDS LLC		
Street Address:	440 9th Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	APEX GLOBAL BRANDS INC.		
Street Address:	440 9th Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
Company Name:	EDCA LLC		
Street Address:	440 9th Avenue, 6th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	SEQUENTIAL HOLDCO LLC		
Street Address:	440 9th Avenue, 6th Floor		
City:	NEW YORK		

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State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Limited Liability Company: DELAWARE
Company Name:	SEQUENTIAL AVIA HOLDINGS LLC
Street Address:	440 9th Avenue, 6th Floor
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2352939	CHEROKEE
Registration Number:	4335729	CHEROKEE LUXE
Registration Number:	4318022	RUNWAY BY CHEROKEE

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: 7136328629
Email: kareem.ansley@blankrome.com
Correspondent Name: KAREEM ANSLEY
Address Line 1: BLANK ROME LLP
Address Line 2: 717 TEXAS AVENUE, SUITE 1400
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	155656-01039
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	Kareem Ansley
DATE SIGNED:	02/12/2024

Total Attachments: 4

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**PARTIAL TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

THIS PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Partial Release”) is made as of this 12th day of February 2024, by WELLS FARGO BANK, NATIONAL ASSOCIATION a national banking association, (“Agent”), in favor of GALAXY ACTIVE LLC, a Delaware limited liability company (“Galaxy Active”), HAWK 900 BRANDS LLC, a Delaware limited liability company (“Hawk”), APEX GLOBAL BRANDS INC., a Delaware corporation (“Apex Global”), EDCA LLC, a Delaware limited liability company (“EDCA”), SEQUENTIAL HOLDCO LLC, a Delaware limited liability company (“Sequential Holdco”) and SEQUENTIAL AVIA HOLDINGS LLC, a Delaware limited liability company (“Sequential Avia”, together with Galaxy Active, Hawk, Apex Global, EDCA and Sequential Holdco, each, a “Grantor” and collectively “Grantors”).

WHEREAS, Grantors entered into a certain Trademark Security Agreement, dated June 24, 2022, with Agent, notice of which was recorded with the United States Patent and Trademark Office on June 24, 2022, at reel/frame 7762/0066 (the “Security Agreement”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

WHEREAS, Grantors granted to Agent, under the terms of the Security Agreement, a security interest in favor of Agent, in and to all their right, title and interest in and to the Trademarks, including without limitation the Trademarks listed in Schedule 1 attached hereto (the “Released Trademarks”), all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License and all products and proceeds of the foregoing, including any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed

under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License (all of the foregoing collectively including Released Trademarks are “Trademark Collateral”).

WHEREAS, Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided. Agent’s security interest in all Trademarks besides the Trademark Collateral as described in this Partial Release shall remain in full force and effect.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Agent hereby releases, terminates, and discharges its security interest in the Trademark Collateral listed on the schedule attached hereto and made a part hereof, and assigns, transfers and conveys to Grantors any right, title, or interest, including the security interest, it may have in the Trademark Collateral. Grantors, or any successor to Grantors (including any person or entity hereafter having any right, title, or interest in or to the Released Trademarks and Trademark Collateral), is hereby authorized to record this Partial Release with the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Partial Release to be duly executed by its duly authorized officer as of the day and year first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent**

By: 

Name: Dushant Nainani

Title: Authorized Signatory

[Signature Page to Partial Termination and Release of Trademark Security Agreement]

**TRADEMARK
REEL: 008342 FRAME: 0295**

SCHEDULE 1

RELEASED TRADEMARKS

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
Cherokee	United States	74/735,390	9/28/1995	2352939	5/30/2000
Cherokee Luxe	United States	85/466,982	11/8/1911	4335729	5/14/2013
Runway By Cherokee	United States	85/443,316	10/10/1911	4318022	4/9/2013