

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI100595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mitsui & Co., LTD.		03/15/2024	Corporation: JAPAN
RECEIVING PARTY DATA			
Company Name:	Paul Stuart, Inc.		
Street Address:	Madison Avenue at 45th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	72453775	PAUL STUART	
Serial Number:	73237990	PAUL STUART	
Serial Number:	73249192		
Serial Number:	73659339	STUART'S CHOICE	
Serial Number:	77219192	PAUL STUART	
Serial Number:	77975564	PHINEAS COLE	
Serial Number:	85429728	PAUL STUART	
Serial Number:	85977098	PHINEAS COLE	
Serial Number:	88296449	MADE ON MADISON	
Serial Number:	88341216	CUSTOMLAB	
Serial Number:	88461791	PAUL STUART	
Serial Number:	88461793	PAUL STUART	
Serial Number:	88461794	PAUL STUART	
Serial Number:	88734728	PHINEAS COLE	
Serial Number:	88734740	PAUL STUART	
Serial Number:	88734748	PAUL STUART	
Serial Number:	77040824	PHINEAS COLE	
CORRESPONDENCE DATA			

OP \$440.00.00 72453775

Fax Number: 3129843150

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: (312)984-3100

Email: trademarks@bfkn.com

Correspondent Name: Thomas Gniot

Address Line 1: 200 West Madison Street, Suite 3900

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	ELIZABETH HOLTMANN
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SIGNATURE:	ELIZABETH HOLTMANN
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DATE SIGNED:	03/18/2024
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Total Attachments: 4

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LOAN TERMINATION AGREEMENT

THIS LOAN TERMINATION AGREEMENT (this "Agreement") is made and entered into as of the [15] day of March, 2024, by and between PAUL STUART, INC., a New York corporation ("Borrower"), and MITSUI & CO., LTD., as lender (together with its successors and assigns, "Lender") and as administrative agent for Lender (together with its successors and assigns in such capacity, "Administrative Agent").

RECITALS

WHEREAS, Lender has provided a term loan (the "Loan") to Borrower pursuant the terms of that certain Term Loan Credit and Security Agreement, dated as of September 24, 2020, by and among Borrower, Lender and Administrative Agent, as amended by that certain First Amendment to Term Loan Credit and Security Agreement dated as of February 17, 2021 by and among Borrower, Lender and Administrative Agent, as further amended by that certain Second Amendment to Term Loan Credit and Security Agreement dated as of June 22, 2021 by and among Borrower, Lender and Administrative Agent and as further amended by that certain Third Amendment to Term Loan Credit and Security Agreement dated as March 23, 2023 by and among Borrower, Lender and Administrative Agent (as amended, the "Loan Agreement").

WHEREAS, effective as of July 20, 2023 (the "Effective Date"), Borrower has repaid to Lender all amounts outstanding under the Loan Agreement.

WHEREAS, Lender and Borrower desire to terminate the Loan Agreement along with the other Loan Documents (as defined in the Loan Agreement), in each case as of the Effective Date.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into the body of this Termination Agreement as if fully rewritten and restated in the body of this Termination Agreement.
2. **Performance by Borrower.** Lender and Administrative Agent hereby acknowledge and agree that, as of the Effective Date, Borrower fully repaid all amounts outstanding under the Loan Agreement and had, and continues to have, fully satisfied all of Borrower's obligations thereunder.
3. **Termination of Loan Agreement and Other Loan Documents.** Lender, Borrower and the Administrative Agent each agree that, effective as of the Effective Date, the Loan Agreement and the other Loan Documents shall be terminated and cancelled and be of no further force and effect.
4. **Release of Collateral.** Lender agrees that it shall execute and deliver all further instruments and documents, and take all further action, in order to implement the terms of this Agreement, including, with limitation, executing and filing such UCC termination statements, the release of the IP Security Agreement as listed on

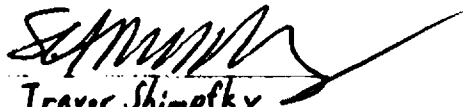
Schedule 1 with the United States Patent and Trademark Office, and such other instruments or notices, as the Lender or the Borrower may reasonably determine to be necessary or appropriate. Lender hereby authorizes Borrower to submit any such termination statements and releases directly, in furtherance of the foregoing.

5. Counterparts. This Termination Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original and all of which, when taken together, shall constitute one (1) agreement.
6. Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to conflicts of law principles.
7. Counterparts. This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement.
8. Benefit of Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

THIS LOAN TERMINATION AGREEMENT is executed by the parties to be effective as of the date first above written.

BORROWER:

PAUL STUART, INC., a New York corporation

By: 
Name: Trevor Shimpky
Title: CEO

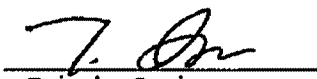
LENDER:

MITSUI & Co., LTD.

By: 
Name: Taisuke Inuizawa
Title: General Manager


ADMINISTRATIVE AGENT:

MITSUI & Co., LTD.

By: 
Name: Taisuke Inuizawa
Title: General Manager

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
PAUL STUART	US	72453775	1973-04-09	0994756	1974-10-01
PAUL STUART	US	73237990	1979-11-05	1176308	1981-11-03
					
	US	73249192	1980-02-07	1187647	1982-01-26
STUART'S CHOICE	US	73659339	1987-05-07	1470742	1987-12-29
PAUL STUART	US	77219192	2007-06-29	3408400	2008-04-08
PHINEAS COLE	US	77975564	2006-11-09	3463904	2008-07-08
PAUL STUART	US	85429728	2011-09-22	4102600	2012-02-21
PHINEAS COLE	US	85977098	2010-11-08	4192064	2012-08-14
MADE ON MADISON	US	88296449	2019-02-11	5839486	2019-08-20
CUSTOMLAB	US	88341216	2019-03-15	5839841	2019-08-20
PAUL STUART	US	88461791	2019-06-06	5943445	2019-12-24
PAUL STUART	US	88461793	2019-06-06	5943446	2019-12-24
PAUL STUART	US	88461794	2019-06-06	5943447	2019-12-24
PHINEAS COLE	US	88734728	2019-12-20	6117093	2020-08-04
PAUL STUART	US	88734740	2019-12-20	6117094	2020-08-04
PAUL STUART	US	88734748	2019-12-20	6259275	2021-02-02
PHINEAS COLE	US	77040824	2006-11-09	3900866	2011-01-04