

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613948

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GBG USA Inc.		12/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Rachel Zoe Creations, LLC		
Street Address:	700 N. San Vicente Blvd, 8th Floor		
City:	West Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3804840	RACHEL ZOE	
Registration Number:	4259344	RACHEL ZOE	
Registration Number:	4255430	RACHEL ZOE	
Registration Number:	4042416	RZ	
CORRESPONDENCE DATA			
Fax Number:	3108553201		
<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:	3108553200		
Email:	tina@eisnerlaw.com		
Correspondent Name:	Tina DerHovanessian		
Address Line 1:	9601 Wilshire Blvd., 7th Floor		
Address Line 2:	Eisner, LLP		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
ATTORNEY DOCKET NUMBER:	GBG Rel of TM Secrity Int		
NAME OF SUBMITTER:	Tina DerHovanessian		
SIGNATURE:	/Tina DerHovanessian/		
DATE SIGNED:	12/11/2020		
Total Attachments: 10			

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of December 11, 2020 and granted by GBG USA Inc., a Delaware corporation ("**Lender**"), as lender under the Amended and Restated Convertible Promissory Note, dated July 29, 2016, by Rachel Zoe Creations, LLC, a Delaware limited liability company ("**RZC**"), and payable to Lender for the aggregate principal amount of \$9,000,000 (the "**Note**").

WHEREAS, pursuant to the Note, the Lender and RZC entered into (i) that certain Security Agreement, dated July 29, 2016 (the "**Master Security Agreement**") and (ii) that certain Trademark Security Agreement, dated July 29, 2016 (the "**Trademark Security Agreement**" and, together with the Master Security Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, RZC pledged and granted to Lender for the benefit of Lender a security interest in and to all of the right, title and interest of RZC in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5859, Frame 0516 on August 19, 2016; and

WHEREAS, the RZC has requested that Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to RZC of any and all right, title and interest the Lender may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

1. Release of Security Interest. Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of RZC, and reassigns to RZC any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) all rights of any kind whatsoever of RZC accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to

and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Lender agrees to take all further actions, and provide to the RZC and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as RZC and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GBG USA INC.

By: [Signature]

Name: Robert E. Smith

Title: EVP, Secretary

Address for Notices:

ACKNOWLEDGMENT

STATE OF ~~NEW YORK~~

COUNTY OF ~~NEW YORK~~

NEW YORK

NEW YORK

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} SS.
}

DELAWARE
CORPORATION

On the 11TH day of DECEMBER, 2020, before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same in [his/her] authorized capacity as the [SIGNATORY TITLE] of [PARTY], the [TYPE OF LEGAL ENTITY] described, and acknowledged the instrument to be the free act and deed of [PARTY] for the uses and purposes mentioned in the instrument.

ROBERT K. SMITH

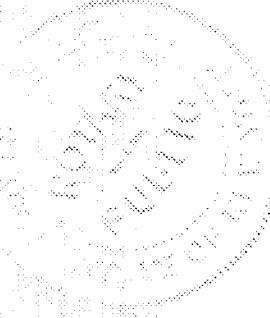
GBG USA INC.

[Signature]
Notary Public
Printed Name:



My Commission Expires: [DATE]

EVP, SECRETARY

JODY E. SALTZMAN
Notary Public, State of New York
No. 025AB134391
Qualified in New York County
Commission Expires Nov. 8, 2021



SCHEDULE 1
TRADEMARKS

Mark	Country	Registration No./Serial No.
RACHEL ZOE word mark	U.S.	Reg. No. 3,804,840
RACHEL ZOE word mark	U.S.	Reg. No. 4,259,344
RACHEL ZOE stylized logo mark 	U.S.	Reg. No. 4,255,430
RZ stylized logo mark 	U.S.	Reg. No. 4,042,416
RACHEL ZOE	Argentina	Reg. No. 3351327
RACHEL ZOE	Argentina	Reg. No. 3351328
RACHEL ZOE	Australia	Reg. No. 1201241

Mark	Country	Registration No./Serial No.
RACHEL ZOE	Belarus	990844
RACHEL ZOE	Belarus	Reg. No. 1133380
RACHEL ZOE	Brazil	Ser. No. 908056125
RACHEL ZOE	Brazil	Ser. No. 908055927
RACHEL ZOE	China	Int'l Reg. No. 1133380
RACHEL ZOE	China	Reg. No. 14388493
RACHEL ZOE	China	Reg. No. 14388491
RACHEL ZOE	Croatia	Reg. No. 1133380

Mark	Country	Registration No./Serial No.
RACHEL ZOE	European Community (includes: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Spain, Sweden, United Kingdom)	Reg. No. 1133380
RACHEL ZOE	European Community (includes: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Spain, Sweden, United Kingdom)	Reg. No. 990844
RACHEL ZOE	Republic of Korea	Int'l Reg. No. 1133380
RACHEL ZOE	Hong Kong	Reg. No. 302985607

Mark	Country	Registration No./Serial No.
RACHEL ZOE	India	Int'l Reg. No. 1201241
RACHEL ZOE	Israel	Int'l Reg. No. 1133380
RACHEL ZOE	Japan	Int'l Reg. No. 990844
RACHEL ZOE	Kuwait	Application No. 156842
RACHEL ZOE	Kuwait	Application No. 156844
RACHEL ZOE	Mexico	Int'l Reg. No. 1201241
RACHEL ZOE	Mexico	Ser. No. M1483747
RACHEL ZOE	Mexico	Ser. No. M1483745

Mark	Country	Registration No./Serial No.
RACHEL ZOE	Monaco	Reg. No. 1133380
RACHEL ZOE	New Zealand	Int'l Reg. No. 1201241
RACHEL ZOE	Norway	Reg. No. 1133380
RACHEL ZOE	Philippines	Reg. No. 1201241
RACHEL ZOE	Russian Federation	Reg. No. 1133380
RACHEL ZOE	Saudi Arabia	Application No. 1435022920
RACHEL ZOE	Saudi Arabia	Application No. 1435022922
RACHEL ZOE	Serbia	Reg. No. 1133380

Mark	Country	Registration No./Serial No.
RACHEL ZOE	Singapore	Reg. No. 1133380
RACHEL ZOE	Switzerland	Reg. No. 1133380
RACHEL ZOE	Taiwan	Reg. No. 01703847
RACHEL ZOE	Thailand	Ser. No. 942893
RACHEL ZOE	Thailand	Ser. No. 942895
RACHEL ZOE	Turkey	Reg. No. 1133380
RACHEL ZOE	Turkey	Reg. No. 201293101
RACHEL ZOE	Ukraine	Reg. No. 1133380

Mark	Country	Registration No./Serial No.
RACHEL ZOE	United Arab Emirates	Ser. No. 219787
RACHEL ZOE	United Arab Emirates	Ser. No. 219785
RACHEL ZOE	Vietnam	Ser. No. 4201416844