

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Obsidian Agency Services, Inc.		02/15/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JJWHP, LLC		
Street Address:	530 FIFTH AVENUE, 25TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	WRWHP, LLC		
Street Address:	530 FIFTH AVENUE, 25TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3861399	JD	
Registration Number:	2653566	JD	
Registration Number:	3225514	JOE'S	
Registration Number:	3861398	JOE'S	
Registration Number:	3156022	JOE'S JD	
Registration Number:	3551675	JOE'S JD	
Registration Number:	3857397	JOE'S JD	
Registration Number:	5479696	JOE'S JEANS	
Registration Number:	5146842		
Registration Number:	3248653	WILLIAM RAST	
Registration Number:	5036746	WILLIAM RAST	
Registration Number:	5036745	WILLIAM RAST	

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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:** 3128622272**Email:** carrie.rosenberg@kirkland.com**Correspondent Name:** Carrie Rosenberg**Address Line 1:** Kirkland & Ellis LLP**Address Line 2:** 300 N. LaSalle**Address Line 4:** Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	47389.10
NAME OF SUBMITTER:	Carrie Rosenberg
SIGNATURE:	/Carrie Rosenberg/
DATE SIGNED:	02/17/2022

Total Attachments: 5

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of February 15, 2022, by OBSIDIAN AGENCY SERVICES, INC. in its capacity as Collateral Agent for the Secured Parties (in such capacity, “Collateral Agent”) in favor of JJWHP, LLC, a Delaware limited liability company (“JJWHP”), and WRWHP, LLC, a Delaware limited liability company (“WRWHP”; WRWHP together with JJWHP, the “Grantors”, each, a “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the IP Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantors entered into that certain Security Agreement dated as of July 16, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent;

WHEREAS, Grantors and Collateral Agent entered into that certain Trademark Security Agreement dated as of December 1, 2021 (the “IP Security Agreement”) pursuant to which each Grantor granted, collaterally assigned and pledged to the Collateral Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest in such Grantor’s right, title and interest in and to the following Collateral whether then owned or thereafter acquired or arising and wherever located (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (a) subject to Section 2(B)(iv) of the Security Agreement, all of its trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, and all registrations and registration applications for any of the foregoing, including (i) those marks listed on Schedule I; (ii) all renewals of registrations thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements and dilutions and other violations thereof, (iv) the right to sue for past, present and future infringements and dilutions and other violations thereof, (v) the goodwill of each Grantor’s rights corresponding thereto throughout the world, and (vi) all of each Grantor’s rights corresponding thereto throughout the world; and
- (b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by each Grantor against third parties for past, present or future (i) infringement, misappropriation, dilution and/or other violation of any Trademark or (ii) injury to the goodwill associated with any Trademark.

WHEREAS, the IP Security Agreement was submitted to the Assignment Recordation Branch of the United States Patent and Trademark Office on January 10, 2022;

WHEREAS, Collateral Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

WHEREAS, each Grantor has satisfied and fulfilled all of its obligations to release the Collateral Agent’s security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Collateral Agent hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges its security interest in all of each Grantor's entire right, title and interest in and to the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

2. Collateral Agent hereby grants and conveys to each Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in and to the Trademark Collateral.

3. Collateral Agent hereby authorizes and requests that this Trademark Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Collateral Agent shall take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, and at such Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Trademark Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Trademark Release to be executed as of the day and year first above written.

OBSIDIAN AGENCY SERVICES, INC., as Collateral Agent

By: 
Name: Rajneesh Vig
Title: Duly Authorized Signatory