

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RZC Agent, LLC		12/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rachel Zoe, Inc.		
Street Address:	700 N. San Vicente Blvd., 8th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90069		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3804840	RACHEL ZOE	
Registration Number:	5956560	RACHEL ZOE	
Registration Number:	6222265	RACHEL ZOE	
Registration Number:	4259344	RACHEL ZOE	
Registration Number:	4255430	RACHEL ZOE	
Registration Number:	4653139	RLZ	
Registration Number:	4656510	LUXE RACHEL ZOE	
Registration Number:	6357091	RACHEL ZOE	
Serial Number:	90421849	LUXE RACHEL ZOE	
Serial Number:	90421949	RLZ	
CORRESPONDENCE DATA			
Fax Number:	9497014712		
<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:	9492953996		
Email:	tawnya@trwlawgroup.com		
Correspondent Name:	Tawnya Wojciechowski		
Address Line 1:	1990 MACARTHUR BOULEVARD, SUITE 530		
Address Line 4:	Irvine, CALIFORNIA 92612		

OP \$265.00 3804840

NAME OF SUBMITTER:	Tawnya Wojciechowski
SIGNATURE:	/trw/
DATE SIGNED:	03/04/2022
Total Attachments: 6 source=Release of Trademark Security Interest Rachel Zoe#page1.tif source=Release of Trademark Security Interest Rachel Zoe#page2.tif source=Release of Trademark Security Interest Rachel Zoe#page3.tif source=Release of Trademark Security Interest Rachel Zoe#page4.tif source=Release of Trademark Security Interest Rachel Zoe#page5.tif source=Release of Trademark Security Interest Rachel Zoe#page6.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of December 22, 2021, and granted by RZC AGENT, LLC, a Delaware limited liability company, in its capacity as Collateral Agent (“**Collateral Agent**”) pursuant to that certain Note Purchase Agreement dated December 10, 2020 (the “**Note Purchase Agreement**”), acting for and on behalf of certain of the parties thereto as Noteholders (as defined in the Note Purchase Agreement) (collectively, “**Lenders**”), by and among Rachel Zoe, Inc., a California corporation (“**RZ**”), Collateral Agent and Lenders, among others.

WHEREAS, pursuant to the Note Purchase Agreement, the Collateral Agent and RZ, among others, entered into (i) that certain Security and Pledge Agreement, dated December 10, 2020 (the “**Master Security Agreement**”) and (ii) that certain Trademark Collateral Assignment and Security Agreement, dated December 10, 2020 (the “**Trademark Security Agreement**” and, together with the Master Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, RZ pledged and granted to Collateral Agent and Lenders a security interest in and to all of the right, title and interest of RZ 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 7315, Frame 0600 on December 16, 2020; and

WHEREAS, RZ has requested that Collateral Agent, on behalf of itself and Lenders, enter into this Release in order to effectuate, evidence and record the release and reassignment to RZ of any and all right, title and interest Collateral Agent and Lenders 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. Collateral Agent, on behalf of itself and Lenders their respective successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it and Lenders have pursuant to the Security Agreements in any and all right, title and interest of RZ, and reassigns to RZ 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 RZ 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.

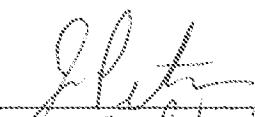
2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to RZ and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as RZ 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California 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.

RZC Agent, LLC,
a Delaware limited liability company

By: 
Name: Jay Ketsch
Title: MANAGING MEMBER
Address for Notices:
87 SHELDON AVE RD
SCARSDALE NY 10583

**SCHEDULE 1
TRADEMARKS**

Mark	Country	Registration / Serial Number
RACHEL ZOE	U.S.	3804840
RACHEL ZOE	U.S.	5956560
RACHEL ZOE	U.S.	87818598
RACHEL ZOE	U.S.	4259344
RACHEL ZOE Stylized logo mark 	U.S.	4255430
RLZ Stylized logo mark 	U.S.	4653139
LUXE RACHEL ZOE stylized logo mark 	U.S.	4656510
RACHEL ZOE	U.S.	88784519
CURATEUR	U.S.	88452948
PARRISHLA	U.S.	90126718
CURATEUR Stylized logo mark 	U.S.	90001854
RACHEL ZOE	Argentina	2743134
RACHEL ZOE	Argentina	2743135
RACHEL ZOE	Argentina	2743136
RACHEL ZOE	Argentina	2743137
RACHEL ZOE	Australia	1911119
RACHEL ZOE	Australia	1201241
RACHEL ZOE	Australia	1915391
RACHEL ZOE	Belarus	1133380
RACHEL ZOE	Brazil	Application #908055552
RACHEL ZOE	Brazil	Application #908055927
RACHEL ZOE	Brazil	Application #908055820
RACHEL ZOE	Brazil	Application #908056125
RACHEL ZOE	China	Application #14388492
RACHEL ZOE	China	1133380
RACHEL ZOE	China	14388493
RACHEL ZOE	China	14388491
RACHEL ZOE	Croatia	1133380

Mark	Country	Registration / Serial Number
RACHEL ZOE	European Union	1133380
RACHEL ZOE	European Union	17868534
RACHEL ZOE	European Union	017878644
RACHEL ZOE	Hong Kong	302985607
RACHEL ZOE	India	1201241
RACHEL ZOE	Japan, European Union	990844
RACHEL ZOE	Israel	1133380
RACHEL ZOE	Republic of Korea (South Korea)	1133380
RACHEL ZOE	Kuwait	Unknown
RACHEL ZOE	Mexico	1201241
RACHEL ZOE	Monaco	1133380
RACHEL ZOE	New Zealand	1201241
RACHEL ZOE	Norway	1133380
RACHEL ZOE	Philippines	1201241
RACHEL ZOE	Russian Federation	1133380
RACHEL ZOE	Saudi Arabia	Application #1435022919
RACHEL ZOE	Saudi Arabia	Application #1435022920
RACHEL ZOE	Saudi Arabia	Application #1435022921
RACHEL ZOE	Saudi Arabia	Application #1435022922
RACHEL ZOE	Serbia	1133380
RACHEL ZOE	Singapore	1133380
RACHEL ZOE	Switzerland	1133380
RACHEL ZOE	Taiwan	01703847
RACHEL ZOE	Thailand	Application #942892
RACHEL ZOE	Thailand	Application #942893
RACHEL ZOE	Thailand	Application #942894
RACHEL ZOE	Thailand	Application #942895
RACHEL ZOE	Turkey	1133380
RACHEL ZOE	Ukraine	1133380
RACHEL ZOE	United Arab Emirates	219784
RACHEL ZOE	United Arab Emirates	219785
RACHEL ZOE	United Arab Emirates	219786
RACHEL ZOE	United Arab Emirates	219787
RACHEL ZOE	United Kingdom	3294283

Mark	Country	Registration / Serial Number
RACHEL ZOE	United Kingdom	3298419
RACHEL ZOE	Vietnam	305486