

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pasadena Private Finance, LLC		10/10/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rachel Zoe, Inc.		
Street Address:	700 N. San Vicente Blvd.		
Internal Address:	Ste G800		
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:			
<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:	6172485000		
Email:	tmadmin@choate.com		
Correspondent Name:	Choate Hall & Stewart LLP		
Address Line 1:	Two International Place		

OP \$265.00 3804840

Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2007340-0074
NAME OF SUBMITTER:	Brian E. Reese
SIGNATURE:	/Brian E. Reese/
DATE SIGNED:	10/13/2023
Total Attachments: 7	
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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) dated October 10, 2023, is granted by PASADENA PRIVATE FINANCE, LLC, a California limited liability company (the “**Secured Party**”), a California limited liability company, in favor of RACHEL ZOE, INC., a California corporation, and its successors, assigns and legal representatives (“**Borrower**”).

WHEREAS, Borrower executed and delivered to the Secured Party that certain Trademark Collateral Assignment and Security Agreement dated December 22, 2021 (the “**Trademark Security Agreement**”) by and between Borrower and the Secured Party;

WHEREAS, Secured Party, Borrower, and RACHEL ZOE CREATIONS, LLC, a Delaware limited liability company (“**RZC Borrower**”) (RZC Borrower and Borrower collectively, “**Co-Borrowers**”), are parties to that certain letter agreement dated December 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**2021 Contingent Interest Agreement**”) regarding Lender Royalty Payments (as defined in the 2021 Contingent Interest Agreement) to be made by Co-Borrowers to the Secured Party;

WHEREAS, pursuant to the Trademark Security Agreement, Borrower pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of Borrower 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 007558, Frame 0033 on January 12, 2022; and

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

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby agrees as follows:

1. Release of Security Interest. Secured Party, on behalf of itself together with 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 Trademark Security Agreement in any and all right, title and interest of Borrower, and reassigns to Borrower any and all right, title and interest that it may have in, to, and under the following (collectively, the “**Trademark Collateral**”): all of Borrower’s then existing as of the date of the Trademark Security Agreement or thereafter acquired right, title, and interest in and to: (i) all of Borrower’s trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule A hereto, together with all rights and privileges arising under applicable law with respect to Borrower’s use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the “**Trademarks**”); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout

the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Borrower against third parties for past or future infringement of the Trademarks.

2. 2021 Contingent Interest Agreement. Notwithstanding anything to the contrary contained herein, the 2021 Contingent Interest Agreement shall remain unaltered and in full force and effect.

3. Further Assurances. The Secured Party agrees to take all further actions, and provide to Borrower 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 Borrower and its successors, assigns and legal representatives may reasonably request, at no cost to the Secured Party, in order to confirm, effectuate or record this Release.

4. 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, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SECURED PARTY:

PASADENA PRIVATE FINANCE, LLC,
a California limited liability company

By: 

Name: Craig R. Colbath

Title: Chief Administrative Officer

ACKNOWLEDGEMENT, ACCEPTANCE AND AGREEMENT

The undersigned Borrower acknowledges, accepts and agrees with the provisions of Section 2 of this Release.

BORROWER:

RACHEL ZOE, INC.,
a California corporation

By: _____

Name: Rodger Berman

Title: President

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY INTEREST]

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SECURED PARTY:

PASADENA PRIVATE FINANCE, LLC,
a California limited liability company

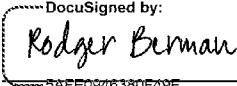
By: _____
Name: Craig R. Colbath
Title: Chief Administrative Officer

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BORROWER:

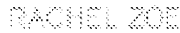


RACHEL ZOE, INC.,
a California corporation

By:  _____
Name: Rodger Berman
Title: President

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY INTEREST]

SCHEDULE A

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Registration Date	Registration / Serial Number
RACHEL ZOE	U.S.	06/15/2010	3804840
RACHEL ZOE	U.S.	01/07/2020	5956560
RACHEL ZOE	U.S.	12/15/2020	6222265
RACHEL ZOE	U.S.	12/11/2012	4259344
RACHEL ZOE Stylized logo mark 	U.S.	12/04/2012	4255430
RLZ Stylized logo mark 	U.S.	12/09/2014	4653139
LUXE RACHEL ZOE stylized logo mark 	U.S.	12/16/2014	4656510
RACHEL ZOE	U.S.	5/18/2021	6357091
LUXE RACHEL ZOE	U.S.	Filed new intent-to-use trademark application on 12/28/2020	900421849
RLZ	U.S.	Filed new intent-to-use trademark application on 12/28/2020	900421949
RACHEL ZOE	Argentina	07/24/2015	2743134
RACHEL ZOE	Argentina	07/24/2015	2743135
RACHEL ZOE	Argentina	07/24/2015	2743136
RACHEL ZOE	Argentina	07/24/2015	2743137
RACHEL ZOE	Australia	03/05/2018	1911119
RACHEL ZOE	Australia	03/03/2014	1201241
RACHEL ZOE	Australia	03/22/2018	1915391
RACHEL ZOE	Belarus	06/18/2012	1133380
RACHEL ZOE	Brazil	02/13/2017	Application #908055552
RACHEL ZOE	Brazil	02/13/2017	Application #908055927
RACHEL ZOE	Brazil	02/13/2017	Application #908055820

Mark	Country	Registration Date	Registration / Serial Number
RACHEL ZOE	Brazil	02/13/2017	Application #908056125
RACHEL ZOE	China	(Pending)	Application #14388492
RACHEL ZOE	China	06/8/2012	1133380
RACHEL ZOE	China	01/07/2020	14388493
RACHEL ZOE	China	01/21/2016	14388491
RACHEL ZOE	Croatia	06/18/2012	1133380
RACHEL ZOE	European Union	06/18/2012	1133380
RACHEL ZOE	European Union	03/07/2018	17868534
RACHEL ZOE	European Union	07/28/2018	017878644
RACHEL ZOE	Hong Kong	05/05/2014	302985607
RACHEL ZOE	India	03/03/2014	1201241
RACHEL ZOE	Japan, European Union	09/23/2008	990844
RACHEL ZOE	Israel	06/18/2012	1133380
RACHEL ZOE	Republic of Korea (South Korea)	06/18/2012	1133380
RACHEL ZOE	Kuwait	Unknown	Unknown
RACHEL ZOE	Mexico	03/03/2014	1201241
RACHEL ZOE	Monaco	06/18/2012	1133380
RACHEL ZOE	New Zealand	03/03/2014	1201241
RACHEL ZOE	Norway	06/18/2012	1133380
RACHEL ZOE	Philippines	03/03/2014	1201241
RACHEL ZOE	Russian Federation	06/18/2012	1133380
RACHEL ZOE	Saudi Arabia	07/01/2014	Application #1435022919
RACHEL ZOE	Saudi Arabia	07/01/2014	Application #1435022920
RACHEL ZOE	Saudi Arabia	07/01/2014	Application #1435022921
RACHEL ZOE	Saudi Arabia	07/01/2014	Application #1435022922
RACHEL ZOE	Serbia	06/18/2012	1133380
RACHEL ZOE	Singapore	06/18/2012	1133380
RACHEL ZOE	Switzerland	06/18/2012	1133380
RACHEL ZOE	Taiwan	04/16/2015	01703847
RACHEL ZOE	Thailand	06/26/2014	Application #942892
RACHEL ZOE	Thailand	06/26/2014	Application #942893
RACHEL ZOE	Thailand	06/26/2014	Application #942894
RACHEL ZOE	Thailand	06/26/2014	Application #942895
RACHEL ZOE	Turkey	06/18/2012	1133380

Mark	Country	Registration Date	Registration / Serial Number
RACHEL ZOE	Ukraine	06/18/2012	1133380
RACHEL ZOE	United Arab Emirates	10/19/2014	219784
RACHEL ZOE	United Arab Emirates	10/19/2014	219785
RACHEL ZOE	United Arab Emirates	10/19/2014	219786
RACHEL ZOE	United Arab Emirates	10/19/2014	219787
RACHEL ZOE	United Kingdom	01/07/2020	3294283
RACHEL ZOE	United Kingdom	03/05/2018	3298419
RACHEL ZOE	Vietnam	03/21/2018	305486