CH \$265.00 4157110

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM479483

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HSBC Bank USA, National Association, as collateral agent		05/18/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SUPREME HOLDINGS, INC.	
Street Address:	121 Wooster Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10012	
Entity Type:	Corporation: DELAWARE	
Name:	CHAPTER 4 CORP.	
Street Address:	121 Wooster Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10012	
Entity Type:	Corporation: NEW YORK	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4157110	SUPREME
Registration Number:	4240456	SUPREME
Registration Number:	4504231	SUPREME
Registration Number:	4554309	SUPREME
Registration Number:	5066670	SUPREME
Registration Number:	5066669	SUPREME
Registration Number:	5135327	SUPREME
Registration Number:	5135326	SUPREME
Serial Number:	87208480	SUP
Serial Number:	87367439	SUPREME

CORRESPONDENCE DATA

TRADEMARK

REEL: 006365 FRAME: 0482 900455980

Fax Number: 2028357586

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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	36930.10600
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	06/26/2018

Total Attachments: 5

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TRADEMARK REEL: 006365 FRAME: 0483

Release of Security Interest in Trademarks

Release of Security Interest in Trademarks, dated as of May 18, 2018 ("<u>Release</u>"), by HSBC BANK USA, NATIONAL ASSOCIATION, located at 452 5th Avenue, New York, New York 10018, in its capacity as collateral agent pursuant to the Credit Agreement as of June 30, 2017 (in such capacity, the "<u>Collateral Agent</u>"), in favor of SUPREME HOLDINGS, INC., a Delaware corporation, located at 121 Wooster Street, New York, New York 10012 and CHAPTER 4 CORP., a New York Corporation located at 121 Wooster Street, New York, New York 10012 (Supreme Holdings, Inc. and Chapter 4 Corp., collectively, the "<u>Grantors</u>").

\underline{W} ITNESSETH:

WHEREAS, each Grantor is a party to a Security Agreement dated as of June 30, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, Grantors were required to execute and deliver an Intellectual Property Security Agreement dated as of June 30, 2017 (the "Intellectual Property Security Agreement");

WHEREAS, pursuant to the Intellectual Property Security Agreement, as collateral security for the payment and performance in full of the Secured Obligations, Grantors pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of Grantors (the "Trademark Collateral"):

- (a) each Trademark constituting Trademark Collateral owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (b) each Trademark license constituting Trademark Collateral to which each Grantor is a party, including, without limitation, each Trademark license identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and
 - (c) all Proceeds of and revenues from the foregoing;

provided that the Trademark Collateral did not include any Excluded Property.

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on July 7, 2017 at Reel 6100/ Frame 0039; and

WHEREAS, the Secured Obligations have been paid and performed in full and the Collateral Agent has agreed to release its grant and security interest in the Trademark Collateral.

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

TRADEMARK REEL: 006365 FRAME: 0484 SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Release of Lien</u>. The Collateral Agent hereby terminates the Intellectual Property Security Agreement, and hereby terminates, cancels and releases any and all liens and security interests that it has in, to and under the Trademark Collateral.

SECTION 3. <u>Authorization to Record</u>. The Collateral Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

SECTION 4. <u>Further Assurances</u>. The Collateral Agent shall take all further actions, and provide to each Grantor, 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 each Grantor to more fully and effectively effectuate the purposes of this Release, all at the sole expense of Grantors.

SECTION 5. Choice of Law. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

HSBC

BANK

USA,

NATIONAL

ASSOCIATION

By

Name:

Title:

Asma Alghofailey Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK

REEL: 006365 FRAME: 0486

Acknowledged by:

SUPREME HOLDINGS, INC.

Name: Martin Layding

Title: Chief Financial Officer and Treasurer

CHAPTER 4 CORP.

Name: Martin Layding

Title: Chief Financial Officer and Treasurer

[Signature Page to Release of Security Interest in Trademarks]

SUPREME HOLDINGS, INC.

Trademark Collateral

Registered Trademarks:

Owner	Country / State	Mark	Registration / Application No.	Filing Date	Registration Date	Renewal Date
Chapter 4	U.S.		4157110	09/16/2011	06/12/2012	06/12/2018
Corp.		Supreme				
Chapter 4	U.S.		4240456	09/16/2011	11/13/2012	11/13/2018
Corp.		Supreme				
Chapter 4	U.S.		4504231	03/06/2013	04/01/2014	04/01/2020
Corp.						
Chapter 4	U.S.		4554309	03/06/2013	06/24/2014	06/24/2020
Corp.						
Chapter 4	U.S.		5066670	03/19/2014	10/25/2016	10/25/2022
Corp.						
Chapter 4	U.S.		5066669	03/19/2014	10/25/2016	10/25/2022
Corp.		Supreme				
Chapter 4	U.S.		5,135,327	07/13/2015	02/07/2017	02/07/2023
Corp.						
Chapter 4	U.S.		5,135,326	07/13/2015	02/07/2017	02/07/2023
Corp.		Supreme				
Chapter 4	U.S.		87/208,480	10/19/2016		
Corp.						

Trademark Applications:

Owner	Country / State	Registration / Application No.		Registration Date	Renewal Date
Chapter 4 Corp.	U.S.	87/367,439	03/10/2017		

#4812-4548-9764

TRADEMARK REEL: 006365 FRAME: 0488

RECORDED: 06/26/2018