

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		08/21/2018	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	VINCE, LLC		
Street Address:	500 5th Avenue 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	76380074	VINCE	
Serial Number:	85129527	VINCE.	
Serial Number:	85482442	VINCE	
Serial Number:	77372502	VINCE	
Serial Number:	85129535	VINCE.	
Serial Number:	85542556	VINCE	
Serial Number:	85023853	VINCE	
Serial Number:	85164464	VINCE	
Serial Number:	85129380	VINCE.	
Serial Number:	85164483	VINCE	
Serial Number:	85129401	VINCE.	
Serial Number:	85482429	VINCE	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		

CH \$315.00 76380074

Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 16867-11

NAME OF SUBMITTER: Susan Zablocki

SIGNATURE: /susan zablocki/

DATE SIGNED: 08/23/2018

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of August 21, 2018 (this "Release"), by BANK OF AMERICA, N.A., as the Administrative Agent (the "Agent").

A. Reference is made to (i) that certain Credit Agreement dated as of November 27, 2013 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Credit Agreement"), among Vince, LLC, a Delaware limited liability company ("Vince"), Vince Intermediate Holding, LLC, a Delaware limited liability company ("Intermediate Holdings" and, together with Vince, each a "Borrower" and collectively, the "Borrowers"), Vince Holding Corp., a Delaware corporation ("Holdings"), the lenders from time to time party thereto, the other persons party thereto and the Agent, (ii) that certain Guarantee and Collateral Agreement dated as of November 27, 2013 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Guarantee and Collateral Agreement"), among Vince, Intermediate Holdings, Holdings, the Subsidiary Guarantors from time to time party thereto and the Agent and (iii) that certain Trademark Security Agreement dated as of November 27, 2013, among Vince and the Agent (the "Trademark Security Agreement" and, together with the Guarantee and Collateral Agreement, the "Security Agreements").

B. Pursuant to the Security Agreements, the Borrowers (in such capacities, the "Grantors") granted to the Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantors in, among other things, the Trademarks set forth on Schedule I hereto (the "Trademark Collateral"), and pursuant to the Trademark Security Agreements, such security interest was recorded with the United States Patent & Trademark Office (the "USPTO") on November 27, 2013 at Reel/Frame 5163/0090.

C. Pursuant to the Payoff Letter dated as of August 21, 2018, among the Borrowers, Holdings and the Agent, the Agent agreed to release any and all liens and security interests it may have in the Trademark Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, does hereby state as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Trademark Security Agreement, the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Release. The Agent, on behalf of itself, the Secured Parties and their permitted successors and assigns, does hereby terminate the Trademark Security Agreement and release, relinquish and discharge its and their lien and security interest granted under the Security Agreements in the Trademark Collateral and any right, title or interest granted under the Security Agreements it has in the Trademark Collateral shall

hereby cease and become void. This Release is made without representation or warranty by, or recourse to, the Agent or any other Secured Party.

SECTION 3. Further Assurances. The Agent hereby authorizes the Grantors or the Grantors' authorized representative to record this Release with the USPTO. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby, solely at the Borrowers' cost.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

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

BANK OF AMERICA, N.A., as Agent

By: _____

Name:

Title:

Denise Jones
Denise Jones
Vice President

[[3865458]]

[Signature Page to Release (Trademarks)]

TRADEMARK
REEL: 006421 FRAME: 0695

SCHEDULE I

Trademarks

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Record Owner
United States Of America	VINCE	76380074	March 8, 2002	2929250	March 1, 2005	Vince, LLC
United States Of America	VINCE	77372502	January 15, 2008	3680680	September 8, 2009	Vince, LLC
United States Of America	VINCE	85023853	April 27, 2010	3861098	October 12, 2010	Vince, LLC
United States Of America	VINCE	85129380	September 14, 2010	3954984	May 3, 2011	Vince, LLC
United States Of America	VINCE	85129401	September 14, 2010	3954985	May 3, 2011	Vince, LLC
United States Of America	VINCE	85129527	September 14, 2010	4258156	December 11, 2012	Vince, LLC
United States Of America	VINCE	85129535	September 14, 2010	N/A	N/A	Vince, LLC
United States Of America	VINCE	85164464	October 29, 2010	N/A	N/A	Vince, LLC
United States Of America	VINCE	85164483	October 29, 2010	N/A	N/A	Vince, LLC
United States Of America	VINCE	85482429	November 29, 2011	N/A	N/A	Vince, LLC
United States Of America	VINCE	85482442	November 29, 2011	N/A	N/A	Vince, LLC
United States Of America	VINCE	8554255	February 14, 2012	4251580	November 27, 2012	Vince, LLC