# OP \$640.00 22887

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM521616

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		04/29/2019	Public Limited Company: UNITED KINGDOM

# **RECEIVING PARTY DATA**

Name:	CLUETT, PEABODY & CO., INC.	
Street Address:	200 MADISON AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code: 10016		
Entity Type: Corporation: DELAWARE		

# **PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	2288751	
Registration Number:	3228422	A
Registration Number:	3951050	ARROW
Registration Number:	166951	ARROW
Registration Number:	1683039	ARROW
Registration Number:	1259481	ARROW
Registration Number:	1307135	ARROW
Registration Number:	1844495	ARROW
Registration Number:	1879843	ARROW
Registration Number:	1736718	ARROW
Registration Number:	1833378	ARROW
Registration Number:	2560000	ARROW
Registration Number:	2697738	ARROW
Registration Number:	2889737	ARROW
Registration Number:	3074390	ARROW
Registration Number:	3149548	ARROW
Registration Number:	1800851	ARROW FAIRFIELD
Registration Number:	1853695	ARROW TOURNAMENT
Registration Number:	3990362	ARROW USA 1851
		TRADEMARK

900496696 REEL: 006634 FRAME: 0317

Property Type	Number	Word Mark	
Registration Number:	1727731	CHEVELLA	
Registration Number:	3969851	CLUETT & CO	
Registration Number:	1256193	COTTON+PLUS	
Registration Number:	586279	GOLDEN ARROW	
Registration Number:	749162	LADY ARROW	
Registration Number:	1782773	THE ARROW COLLAR MAN	

### **CORRESPONDENCE DATA**

### Fax Number:

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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1075776 TM CCC
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	05/01/2019

### **Total Attachments: 5**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of April 29, 2019 (this "Release"), is made by Barclays Bank PLC, in its capacity as collateral agent (the "Collateral Agent") for the Secured Parties (and, to the extent provided in Section 7.1 of the Security Agreement, the Debenture Trustee on behalf of the 2023 Debentures Holders), in favor of CCC Acquisition Corp., a Delaware corporation ("CCC"); Cluett, Peabody & Co., Inc., a Delaware corporation ("CP&C"); PVH Corp. (f/k/a Phillips-Van Heusen Corporation), a Delaware corporation ("PVH"); PVH Neckwear Inc. (f/k/a PVH Superba/Insignia Neckwear, Inc.), a Delaware corporation ("Meckwear"); Tommy Hilfiger Licensing LLC, a Delaware limited liability Company ("THL"); Warnaco Inc., a Delaware corporation ("Warnaco"); Warnaco Swimwear Inc., a Delaware corporation ("WSP"); and Warnaco U.S., Inc., a Delaware corporation ("WUS"). Each of CCC, CP&C, PVH, Neckwear, THL, Warnaco, WSI, WSP, and WUS are referred to herein individually as a "Grantor" and collectively, as the "Grantors". Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below).

WHEREAS, Grantors are party to a U.S. Pledge and Security Agreement, dated as of February 13, 2013 (as may be amended, 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 executed and delivered that certain Trademark Security Agreement, dated as of February 13, 2013 (the "<u>Trademark Security Agreement</u>"), in favor of the Collateral Agent, which was recorded in the United States Patent and Trademark Office on April 11, 2013 at (i) Reel 5004, Frame 0799 (with respect to CP&C, as the Grantor), (ii) Reel 5004, Frame 0689 (with respect to CCC, as the Grantor), (iii) Reel 5002, Frame 0623 (with respect to PVH, as the Grantor), (iv) Reel 5004, Frame 0737 (with respect to Neckwear, as the Grantor), (v) Reel 5002, Frame 0700 (with respect to THL, as the Grantor), (vi) Reel 5004, Frame 0876 (with respect to Warnaco, as the Grantor), (vii) Reel 5002, Frame 0662 (with respect to WSI, as the Grantor), (viii) Reel 5005, Frame 0097 (with respect to WSP, as the Grantor) and (ix) Reel 5003, Frame 0040 (with respect to WUS, as the Grantor);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (and, to the extent provided in Section 7.1 of the Security Agreement, the Debenture Trustee on behalf of the 2023 Debentures Holders), a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether then owned or existing or at any time thereafter acquired and wherever located: all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit then or thereafter due and/or payable with respect thereto and (vi) all other rights of any kind

accruing thereunder or pertaining thereto throughout the world (collectively, the "<u>Trademark Collateral</u>"); and

WHEREAS, the Grantors have requested that the Collateral Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral for filing and recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby releases and terminates in its entirety its security interest in and continuing lien on the Trademark Collateral, and discharges, quit claims, and relinquishes unto each Grantor, and re-assigns to each Grantor, in each case as applicable, any and all right, title or interest it may have in, to, or under the Trademark Collateral of such Grantor.

[Signature Page Follows]

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

BARCLAYS BANK PLC, as Collateral

Agent

By:

Name: Ritam Bhalla Title: Director

[Signature Page to Trademark Release]

# SCHEDULE A

# TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner: Cluett, Peabody & Co., Inc.

	CLUETT, PEABODY & CO., INC. Mark	Application No. Filing Date	Registration No. Registration Date	Status
1.	<i>&gt;&gt;&gt;&gt;</i> >	75495443 03-JUN-1998	2288751 26-OCT-1999	Registered.
2.		78359234 29-JAN-2004	3228422 10-APR-2007	Registered.
3.	ARROW	77006620 25-SEP-2006	3951050 26-APR-2011	Registered.
4.	ARROW	71171787 10-NOV-1922	0166951 17-APR-1923	Registered.
5.	ARROW	74159619 22-APR-1991	1683039 14-APR-1992	Registered.
6.	<b>-</b> Arrow→	73355984 22-MAR-1982	1259481 29-NOV-1983	Registered.
7.	Arrow	73415897 04-MAR-1983	1307135 27-NOV-1984	Registered.
8.	<b>-</b> Arrow→	74341627 21-DEC-1992	1844495 12-JUL-1994	Registered.
9.	Arrow *****	74475269 03-JAN-1994	1879843 21-FEB-1995	Registered.
10.	ARROW	74238709 21-JAN-1992	1736718 01-DEC-1992	Registered.
11.	Arrow ***	74245632 12-FEB-1992	1833378 26-APR-1994	Registered.
12.	Arrow ****	76021305 10-APR-2000	2560000 09-APR-2002	Registered.
13.	ARROW ****	76417270 03-JUN-2002	2697738 18-MAR-2003	Registered.

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	CLUETT, PEABODY & CO., INC. Mark	Application No Filing Date	Registration No Registration Date	Status
14.	ARROW	76421684 18-JUN-2002	2889737 28-SEP-2004	Registered.
15.	ARROW	78339351 11-DEC-2003	3074390 28-MAR-2006	Registered.
16.	ARROW	78414733 07-MAY-2004	3149548 26-SEP-2006	Registered.
17.	ARROW ***	85754182 15-OCT-2012		Pending; Intent to Use.
18.	ARROW FAIRFIELD	74324203 21 <b>-</b> OCT-1992	1800851 26-OCT-1993	Registered.
19.	ARROW TOURNAMENT	74447957 18 <b>-</b> OCT-1993	1853695 13-SEP-1994	Registered.
20.	ARROW USA 1851	77347737 10-DEC-2007	3990362 5-JUL-2011	Registered.
21.	CHEVELLA	74166303 13-MAY-1991	1727731 27-OCT-1992	Registered.
22.		85139111 27-SEP-2010	3969851 31-MAY-2011	Registered.
23.	Cotton+Plus	73349002 05-FEB-1982	1256193 01-NOV-1983	Registered.
24.	™ Golden <u>A</u> rrow →	71643295 09-MAR-1953	0586279 02-MAR-1954	Registered.
25.	⇒LADY ARROW→	72140238 20-MAR-1962	0749162 07-MAY-1963	Registered.
26.	THE ARROW COLLAR MAN	74324204 21 <b>-</b> OCT-1992	1782773 20-JUL-1993	Registered.

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**RECORDED: 05/01/2019**