

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		09/24/2021	National Banking Association:
RECEIVING PARTY DATA			
Name:	WINDSOR FASHIONS, LLC		
Street Address:	9603 JOHN ST.		
City:	SANTA FE SPRINGS		
State/Country:	CALIFORNIA		
Postal Code:	90670		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2465135		
Registration Number:	2554675	WINDSOR	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128612000		
Email:	luis.moreau@kirkland.com		
Correspondent Name:	Luis Moreau / Kirkland & Ellis LLP		
Address Line 1:	300 N LaSalle Dr		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	42778-2		
NAME OF SUBMITTER:	Luis Moreau		
SIGNATURE:	/Luis Moreau/		
DATE SIGNED:	09/24/2021		
Total Attachments: 4			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of September 24, 2021 (this “**Release**”), is made by PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the benefit of the Secured Creditors (as defined in the Credit Agreement referred to below) in favor of WINDSOR FASHIONS, LLC, a Delaware limited liability company (“**Grantor**”).

WHEREAS, pursuant to the Credit Documents (as defined below) comprising of (i) that certain Credit Agreement, dated as of March 31, 2017, by and among Grantor, WINDSOR INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, the lenders party thereto, LOAN ADMIN CO LLC, as administrative agent (in such capacity, the “**Administrative Agent**”) and Agent (as modified from time to time, and as it may be further amended, restated, supplemented or otherwise modified from time to time, including any amendment and restatement thereof, the “**Credit Agreement**”), (ii) that certain Security Agreement, dated as of March 31, 2017, by and among the Assignors (as defined thereunder) party thereto and the Agent for the benefit of the Secured Creditors (as modified from time to time, and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (iii) that certain Pledge Agreement, dated as of March 31, 2017, by and among the Pledgors (as defined thereunder) party thereto and the Agent for the benefit of the Secured Creditors (as modified from time to time, and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge Agreement**”, and, together with the Credit Agreement and the Security Agreement, the “**Credit Documents**”), Grantor and the Agent executed a Trademark Security Agreement, dated as of March 31, 2017 (the “**Trademark Security Agreement**”), pursuant to which Grantor mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Creditors, and granted to the Agent for the benefit of the Secured Creditors, a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on March 31, 2017 at Reel 6023 Frame 0505.

NOW THEREFORE, for good and valuable consideration, the Agent hereby agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the respective meanings given to them in the applicable Credit Documents.

SECTION 2. Termination and Release. The Agent, without representation, warranty, or recourse, hereby (i) terminates the Trademark Security Agreement and (ii) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Grantor's right, title, and interest in, to, and under all of the Trademark Collateral (as defined in the Trademark Security Agreement) and the following Collateral of the Grantor (together with such Trademark Collateral, the "**Trademark Collateral**"):

(a) all Trademarks and all licenses providing for the grant by or to the Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Reassignment; Authorization of Recording. The Agent, on behalf of the Secured Creditors, hereby reassigns and conveys to Grantor, without representation or recourse, any and all right title and interest the Agent may have in and to the Trademark Collateral. The Agent hereby authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 4. Choice of Law. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first set forth above.


PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: 

Name: Michele Ranieri

Title: Vice President

SCHEDULE A

MARK	REG. NO./APP. NO.	REG. DATE/APP. DATE
	2465135	7/3/2001
WINDSOR	2554675	4/2/2002

EAST185135225.3

RECORDED: 09/24/2021

**TRADEMARK
REEL: 007431 FRAME: 0570**