UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended October 31, 2015

Or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number: 001-36212

VINCE HOLDING CORP.

(Exact name of registrant as specified in its charter)

Delaware	**75-3264870**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

500 5 th Avenue—20th Floor
New York, New York 10110
(Address of principal executive offices) (Zip code)

(212) 515-2600
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☐	Accelerated Filer	☒
Non-Accelerated Filer	☐	Smaller Reporting Company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Common Stock	**Outstanding at December 7, 2015**
Common Stock, $0.01 par value per share	36,779,417 shares

VINCE HOLDING CORP. AND SUBSIDIARIES

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DISCLOSURES REGARDING FORWARD-LOOKING STATEMENTS

This report on Form 10-Q, and any statements incorporated by reference herein, contains forward-looking statements under the Private Securities Litigation Reform Act of 1995. Forward-looking statements are indicated by words or phrases such as “may,” “will,” “should,” “believe,” “expect,” “seek,” “anticipate,” “intend,” “estimate,” “plan,” “target,” “project,” “forecast,” “envision” and other similar phrases. Although we believe the assumptions and expectations reflected in these forward-looking statements are reasonable, these assumptions and expectations may not prove to be correct and we may not achieve the results or benefits anticipated. These forward-looking statements are not guarantees of actual results and our actual results may differ materially from those suggested in the forward-looking statements. These forward-looking statements involve a number of risks and uncertainties, some of which are beyond our control, including, without limitation: our ability to remain competitive in the areas of merchandise quality, price, breadth of selection, and customer service; our ability to anticipate and/or react to changes in customer demand and attract new customers; including in connection with making inventory commitments; our ability to control the level of sales in the off-price channels; our ability to manage current excess inventory in a way that will promote the long-term health of the brand; our ability to maintain adequate cash flow from operations, availability under our revolving credit facility or obtain other financing to meet our liquidity needs (including our obligations under the Tax Receivable Agreement); changes in consumer confidence and spending; our ability to maintain projected profit margins; unusual, unpredictable and/or severe weather conditions; the execution and management of our retail store growth, including the availability and cost of acceptable real estate locations for new store openings; the execution and management of our international expansion, including our ability to promote our brand and merchandise outside the U.S. and find suitable partners in certain geographies; our ability to expand our product offerings into new product categories including the ability to find suitable licensing partners; our ability to successfully implement our marketing initiatives; our ability to protect our trademarks in the U.S. and internationally; our ability to maintain the security of electronic and other confidential information; serious disruptions and catastrophic events; changes in global economies and credit and financial markets; competition; the impact of recent turnover in the senior management team; the fact that a number of members of the management team have less than one year of tenure with the Company, and the current senior management team has not had a long period of time working together; our ability to attract and retain a qualified permanent CFO, as well other key personnel; commodity, raw material and other cost increases; compliance with laws, regulations and orders; changes in laws and regulations; outcomes of litigation and proceedings and the availability of insurance, indemnification and other third-party coverage of any losses suffered in connection therewith; tax matters and other factors as set forth from time to time in our Securities and Exchange Commission filings, including those described in this report on Form 10-Q and our 2014 annual report on Form 10-K filed with the Securities and Exchange Commission on March 27, 2015 (our “2014 Annual Report on Form 10-K”) under the heading “Item 1A—Risk Factors.” We intend these forward-looking statements to speak only as of the time of this report on Form 10-Q and do not undertake to update or revise them as more information becomes available.

PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

VINCE HOLDING CORP. AND SUBSIDIARIES

Condensed Consolidated Balance Sheets
(in thousands, except share and per share data, unaudited)

	October 31, 2015	January 31, 2015
Assets		
Current assets:		
Cash and cash equivalents	$ 124	$ 112
Trade receivables, net	18,868	33,797
Inventories, net	43,895	37,419
Prepaid expenses and other current assets	10,252	9,812
Total current assets	73,139	81,140
Property, plant and equipment, net	36,302	28,349
Intangible assets, net	109,196	109,644
Goodwill	63,746	63,746
Deferred income taxes and other assets	93,122	95,769
Total assets	$ 375,505	$ 378,648
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 30,154	$ 29,118
Accrued salaries and employee benefits	1,972	7,380
Other accrued expenses	29,469	27,992
Total current liabilities	61,595	64,490
Long-term debt	75,219	84,450
Deferred rent	14,517	11,676
Other liabilities	148,003	146,063
Commitments and contingencies (Note 9)		
Stockholders' equity:		
Common stock at $0.01 par value (100,000,000 shares authorized, 36,775,443 and 36,748,245 shares issued and outstanding at October 31, 2015 and January 31, 2015, respectively)	368	367
Additional paid-in capital	1,012,124	1,011,244
Accumulated deficit	(936,256)	(939,577)
Accumulated other comprehensive loss	(65)	(65)
Total stockholders' equity	76,171	71,969
Total liabilities and stockholders' equity	$ 375,505	$ 378,648

See notes to unaudited condensed consolidated financial statements.

VINCE HOLDING CORP. AND SUBSIDIARIES

Condensed Consolidated Statements of Operations
(in thousands, except share and per share data, unaudited)

	Three Months Ended		Nine Months Ended	
	October 31, 2015	November 1, 2014	October 31, 2015	November 1, 2014
Net sales	$ 80,859	$ 102,947	$ 220,694	$ 245,725
Cost of products sold	40,854	52,299	129,159	124,652
Gross profit	40,005	50,648	91,535	121,073
Selling, general and administrative expenses	27,662	25,818	80,633	71,092
Income from operations	12,343	24,830	10,902	49,981
Interest expense, net	1,428	2,235	4,367	7,570
Other expense, net	899	72	1,390	557
Income before income taxes	10,016	22,523	5,145	41,854
Provision for income taxes	4,123	9,212	1,824	16,658
Net Income	$ 5,893	$ 13,311	3,321	25,196
Earnings per share:				
Basic earnings per share	$ 0.16	$ 0.36	$ 0.09	$ 0.69
Diluted earnings per share	$ 0.16	$ 0.35	$ 0.09	0.66
Weighted average shares outstanding:				
Basic	36,775,443	36,728,969	36,767,770	36,726,338
Diluted	36,816,972	38,303,603	37,633,633	38,243,368

See notes to unaudited condensed consolidated financial statements.

VINCE HOLDING CORP. AND SUBSIDIARIES

Condensed Consolidated Statements of Comprehensive Income
(in thousands, unaudited)

	Three Months Ended		Nine Months Ended	
	October 31, 2015	November 1, 2014	October 31, 2015	November 1, 2014
Net income	$ 5,893	$ 13,311	$ 3,321	$ 25,196
Comprehensive income	$ 5,893	$ 13,311	$ 3,321	$ 25,196

See notes to unaudited condensed consolidated financial statements.

VINCE HOLDING CORP. AND SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows
(in thousands, unaudited)

	Nine Months Ended	
	October 31, 2015	November 1, 2014
Operating activities		
Net income	$ 3,321	$ 25,196
Add (deduct) items not affecting operating cash flows:		
Depreciation	5,792	3,111
Amortization of intangible assets	448	449
Amortization of deferred financing costs	959	912
Amortization of deferred rent	1,536	2,182
Deferred income taxes	2,871	15,695
Share-based compensation expense	706	1,250
Loss on disposal of property, plant and equipment	309	—
Changes in assets and liabilities:		
Receivables, net	14,929	2,106
Inventories, net	(6,476)	(18,769)
Prepaid expenses and other current assets	848	4,825
Accounts payable and accrued expenses	(1,904)	3,521
Other assets and liabilities	795	958
Net cash provided by operating activities	24,134	41,436
Investing activities		
Payments for capital expenditures	(14,107)	(15,306)
Net cash used in investing activities	(14,107)	(15,306)
Financing activities		
Proceeds from borrowings under the Revolving Credit Facility	108,423	41,700
Payments for Revolving Credit Facility	(98,514)	(21,200)
Payments for Term Loan Facility	(20,000)	(68,000)
Fees paid for Term Loan Facility and Revolving Credit Facility	(99)	(114)
Stock option exercise	175	34
Net cash used in financing activities	(10,015)	(47,580)
Increase (decrease) in cash and cash equivalents	12	(21,450)
Cash and cash equivalents, beginning of period	112	21,484
Cash and cash equivalents, end of period	$ 124	$ 34
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	$ 2,945	$ 6,966
Cash payments for income taxes, net of refunds	1,235	65
Supplemental Disclosures of Non-Cash Investing and Financing Activities		
Capital expenditures in accounts payable	$ 517	$ 223

See notes to unaudited condensed consolidated financial statements.

Note 1. Description of Business and Basis of Presentation

On November 27, 2013, Vince Holding Corp. ("VHC" or the "Company"), previously known as Apparel Holding Corp., closed an initial public offering ("IPO") of its common stock and completed a series of restructuring transactions (the "Restructuring Transactions") through which (i) Kellwood Holding, LLC acquired the non-Vince businesses, which include Kellwood Company, LLC ("Kellwood Company" or "Kellwood"), from the Company and (ii) the Company continues to own and operate the Vince business, which includes Vince, LLC. Prior to the IPO and the Restructuring Transactions, VHC was a diversified apparel company operating a broad portfolio of fashion brands, which included the Vince business and other businesses. As a result of the IPO and Restructuring Transactions, the non-Vince businesses were separated from the Vince business, and the stockholders immediately prior to the consummation of the Restructuring Transactions (the "Pre-IPO Stockholders") retained full ownership and control of the non-Vince businesses through their ownership of Kellwood Holding, LLC. The Vince business is now the sole operating business of Vince Holding Corp.

In this interim report on Form 10-Q, "Kellwood" refers, as applicable and unless otherwise defined, to any of (i) Kellwood Company, (ii) Kellwood Company, LLC (a limited liability company to which Kellwood Company converted at the time of the Restructuring Transactions related to our IPO) or (iii) the operations of the non-Vince businesses after giving effect to our IPO and the related Restructuring Transactions.

(A) Description of Business: Vince is a leading contemporary fashion brand best known for modern effortless style and everyday luxury essentials. Established in 2002, the brand now offers a wide range of women's and men's apparel, women's and men's footwear and handbags. We reach our customers through a variety of channels, specifically through premier wholesale department stores and specialty stores in the United States ("U.S.") and select international markets, as well as through our branded retail locations and our website. We design our products in the U.S. and source the vast majority of our products from contract manufacturers outside the U.S., primarily in Asia and South America. Products are manufactured to meet our product specifications and labor standards.

(B) Basis of Presentation : The accompanying condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") and the rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted. Therefore, these financial statements should be read in conjunction with VHC's audited financial statements for the fiscal year ended January 31, 2015, as set forth in the 2014 Annual Report on Form 10-K.

The condensed consolidated financial statements include our accounts and the accounts of our wholly-owned subsidiaries as of October 31, 2015. All intercompany accounts and transactions have been eliminated. The amounts and disclosures included in the notes to the condensed consolidated financial statements, unless otherwise indicated, are presented on a continuing operations basis. In the opinion of management, the financial statements contain all adjustments (consisting solely of normal recurring adjustments) and disclosures necessary to make the information presented therein not misleading. The results of operations for these periods are not necessarily comparable to, or indicative of, results of any other interim period or the fiscal year as a whole. As used in this report, unless the context requires otherwise, "our," "us," "we" and the "Company" refer to VHC and its consolidated subsidiaries.

(C) Our Business and Liquidity: During fiscal 2015 we have experienced declining sales and additional costs associated with making strategic investments for the future growth of the VINCE brand, including costs associated with the write-down of excess inventory, consulting agreements with our co-founders and the reorganization of our management team. We believe these significant investments are essential to our commitment to developing a strong foundation from which we can drive consistent profitable growth for the long term. We have also undertaken steps to enhance our liquidity position. Accordingly, on December 9, 2015 we received a Rights Offering Commitment Letter from Sun Capital Partners V, L.P. ("Sun Fund V") that commits Sun Fund V to provide the Company with an amount equal to $65,000 of cash proceeds in the event that the Company conducts a rights offering for its common stock to its stockholders (a "Rights Offering"). Such Contribution Obligation (as defined herein) will be reduced by any proceeds received from the Rights Offering. Refer to Note 12. Related Party Transactions for additional details. Proceeds committed to us under the Rights Offering Commitment Letter from Sun Fund V will provide the Company with additional liquidity that will allow us to maintain a net debt balance sufficient to comply with any covenants under our Term Loan Facility and our Revolving Credit Facility, as well as provide additional cash for use in our operations. Refer to Note 4. Financing Arrangements and Note 5. Long-Term Debt for

additional details regarding our debt covenants . However, failure to achieve our operational and strategic objectives could have a significant adverse effect on our operations, liquidity and compliance with debt covenants.

Note 2. Goodwill and Intangible Assets

Goodwill balances and changes therein subsequent to the January 31, 2015 condensed consolidated balance sheet are as follows (in thousands):

	Gross Goodwill	Accumulated Impairment	Net Goodwill
Balance as of January 31, 2015	$ 110,688	$ (46,942)	$ 63,746
Balance as of October 31, 2015	$ 110,688	$ (46,942)	$ 63,746

Identifiable intangible assets summary (in thousands):

	Gross Amount	Accumulated Amortization	Net Book Value
Balance as of January 31, 2015:			
Amortizable intangible assets:			
Customer relationships	$ 11,970	$ (4,176)	$ 7,794
Indefinite-lived intangible assets:			
Trademarks	101,850	—	101,850
Total intangible assets	$ 113,820	$ (4,176)	$ 109,644

	Gross Amount	Accumulated Amortization	Net Book Value
Balance as of October 31, 2015			
Amortizable intangible assets:			
Customer relationships	$ 11,970	$ (4,624)	$ 7,346
Indefinite-lived intangible assets:			
Trademarks	101,850	—	101,850
Total intangible assets	$ 113,820	$ (4,624)	$ 109,196

Amortization of identifiable intangible assets was $149 and $150 for the three months ended October 31, 2015 and November 1, 2014, respectively, and $448 and $449 for the nine months ended October 31, 2015 and November 1, 2014, respectively. The estimated amortization expense for identifiable intangible assets is expected to be $598 for each fiscal year for the next five fiscal years.

Note 3. Fair Value

Accounting Standards Codification (“ASC”) Subtopic 820-10 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This guidance outlines a valuation framework, creates a fair value hierarchy to increase the consistency and comparability of fair value measurements, and details the disclosures that are required for items measured at fair value. Financial assets and liabilities are to be measured using inputs from three levels of the fair value hierarchy as follows:

Level 1 — quoted market prices in active markets for identical assets or liabilities

Level 2 — observable market-based inputs (quoted prices for similar assets and liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active) or inputs that are corroborated by observable market data

Level 3 — significant unobservable inputs that reflect our assumptions and are not substantially supported by market data

The Company did not have any non-financial assets or non-financial liabilities recognized at fair value on a recurring basis at October 31, 2015 or January 31, 2015. At October 31, 2015 and January 31, 2015, the Company believes that the carrying value of cash and cash equivalents, receivables and accounts payable approximates fair value, due to the short maturity of these items. As the Company’s debt obligations as of October 31, 2015 are at variable rates, the fair value approximates the carrying value of the Company’s debt.

The Company's non-financial assets, which primarily consist of goodwill, intangible assets, and property and equipment, are not required to be measured at fair value on a recurring basis and are reported at their carrying value. Howev er, on a periodic basis whenever events or changes in circumstances indicate that their carrying value may not be fully recoverable (and at least annually for goodwill and indefinite lived intangible assets), non-financial assets are assessed for impairment and , if applicable, written down to (and recorded at) fair value .

Note 4. Financing Arrangements

Revolving Credit Facility

On November 27, 2013, Vince, LLC entered into a $50,000 senior secured revolving credit facility (as amended from time to time, the "Revolving Credit Facility") with Bank of America, N.A. ("BofA") as administrative agent. Vince, LLC is the borrower and VHC and Vince Intermediate Holding, LLC, a direct subsidiary of VHC and the direct parent company of Vince, LLC ("Vince Intermediate"), are the guarantors under the Revolving Credit Facility. On June 3, 2015, Vince LLC entered into a first amendment to the Revolving Credit Facility, that among other things, increased the aggregate commitments under the facility from $50,000 to $80,000, subject to a loan cap of $70,000 until debt obligations under the Company's term loan facility have been paid in full, and extended the maturity date from November 27, 2018 to June 3, 2020. The Revolving Credit Facility also provides for a letter of credit sublimit of $25,000 (plus any increase in aggregate commitments) and an accordion option that allows for an increase in aggregate commitments up to $20,000. Interest is payable on the loans under the Revolving Credit Facility at either the LIBOR or the Base Rate, in each case, with applicable margins subject to a pricing grid based on an excess availability calculation. The "Base Rate" means, for any day, a fluctuating rate per annum equal to the highest of (i) the rate of interest in effect for such day as publicly announced from time to time by BofA as its prime rate; (ii) the Federal Funds Rate for such day, plus 0.50%; and (iii) the LIBOR Rate for a one month interest period as determined on such day, plus 1.0%. During the continuance of an event of default and at the election of the required lender, interest will accrue at a rate of 2% in excess of the applicable non-default rate.

The Revolving Credit Facility contains a maintenance requirement that, at any point when "Excess Availability" is less than the greater of (i) 15% percent of the adjusted loan cap or (ii) $10,000, and continuing until Excess Availability exceeds the greater of such amounts for 30 consecutive days, during which time, Vince, LLC must maintain a consolidated EBITDA (as defined in the Revolving Credit Facility) equal to or greater than $20,000. We have not been subject to this maintenance requirement as Excess Availability was greater than the required minimum.

The Revolving Credit Facility contains representations and warranties, other covenants and events of default that are customary for this type of financing, including limitations on the incurrence of additional indebtedness, liens, negative pledges, guarantees, investments, loans, asset sales, mergers, acquisitions, prepayment of other debt, the repurchase of capital stock, transactions with affiliates, and the ability to change the nature of its business or its fiscal year. The Revolving Credit Facility generally permits dividends in the absence of any event of default (including any event of default arising from the contemplated dividend), so long as (i) after giving pro forma effect to the contemplated dividend, for the following six months Excess Availability will be at least the greater of 20% of the aggregate lending commitments and $10,000 and (ii) after giving pro forma effect to the contemplated dividend, the "Consolidated Fixed Charge Coverage Ratio" for the 12 months preceding such dividend shall be greater than or equal to 1.1 to 1.0 (provided that the Consolidated Fixed Charge Coverage Ratio may be less than 1.1 to 1.0 if, after giving pro forma effect to the contemplated dividend, Excess Availability for the six fiscal months following the dividend is at least the greater of 35% of the aggregate lending commitments and $15,000). We are in compliance with applicable financial covenants.

As of October 31, 2015, $29,569 is available under the Revolving Credit Facility and there were $32,909 of borrowings outstanding and $7,522 of letters of credit outstanding under the Revolving Credit Facility. The weighted average interest rate for borrowings outstanding under the Revolving Credit Facility as of October 31, 2015 was 2.3%. As of January 31, 2015, there was $23,000 of borrowings outstanding and $7,647 of letters of credit outstanding under the Revolving Credit Facility.

Note 5. Long-Term Debt

Long-term debt consisted of the following as of October 31, 2015 and January 31, 2015 (in thousands).

	October 31, 2015	January 31, 2015
Term Loan Facility	$ 45,000	$ 65,000
Revolving Credit Facility	32,909	23,000
Total long-term debt principal	$ 77,909	$ 88,000
Less: Deferred financing costs (1)	2,690	3,550
Total long-term debt	$ 75,219	$ 84,450

(1) Pursuant to new accounting guidance issued by the Financial Accounting Standards Board ("FASB") in April 2015, entities are no longer required to present deferred financing costs as a deferred asset. The guidance is effective for our fiscal year beginning in 2016, however, the Company has early adopted this accounting standard update effective as of February 1, 2015 and accordingly, the January 31, 2015 comparative balance sheet was adjusted to conform to the new classification presentation. There was no other impact on the financial statements related to the adoption other than the reclassification change on the condensed consolidated balance sheet. Refer to Note 10, *Recent Accounting Pronouncements* , for further information regarding the accounting standard update.

Term Loan Facility

On November 27, 2013, in connection with the closing of the IPO and related Restructuring Transactions, Vince, LLC and Vince Intermediate entered into a $175,000 senior secured term loan facility (the "Term Loan Facility") with the lenders party thereto, BofA, as administrative agent, JP Morgan Chase Bank and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as joint lead arrangers, and Cantor Fitzgerald as documentation agent. The Term Loan Facility will mature on November 27, 2019. On November 27, 2013, net proceeds from the Term Loan Facility were used, at closing, to repay a promissory note (the "Kellwood Note Receivable") issued to Kellwood Company, LLC in connection with the Restructuring Transactions which occurred immediately prior to the consummation of the IPO.

The Term Loan Facility also provides for an incremental facility of up to the greater of $50,000 and an amount that would result in the consolidated net total secured leverage ratio not exceeding 3.00 to 1.00, in addition to certain other rights to refinance or repurchase portions of the term loan. The Term Loan Facility is subject to quarterly amortization of principal equal to 0.25% of the original aggregate principal amount of the Term Loan Facility (adjusted to reflect any prepayments), with the balance payable at final maturity. Interest is payable on loans under the Term Loan Facility at a rate of either (i) the Eurodollar rate (subject to a 1.00% floor) plus an applicable margin of 4.75% to 5.00% based on a leverage ratio or (ii) the base rate applicable margin of 3.75% to 4.00% based on a leverage ratio. During the continuance of a payment or bankruptcy event of default, interest will accrue (i) on the overdue principal amount of any loan at a rate of 2% in excess of the rate otherwise applicable to such loan and (ii) on any overdue interest or any other outstanding overdue amount at a rate of 2% in excess of the non-default interest rate then applicable to base rate loans.

The Term Loan Facility contains a requirement that Vince, LLC and Vince Intermediate maintain a "Consolidated Net Total Leverage Ratio" as of the last day of any period of four fiscal quarters not to exceed 3.75 to 1.00 for the fiscal quarters ending February 1, 2014 through November 1, 2014, 3.50 to 1.00 for the fiscal quarters ending January 31, 2015 through October 31, 2015, and 3.25 to 1.00 for the fiscal quarter ending January 30, 2016 and each fiscal quarter thereafter. In addition, the Term Loan Facility contains customary representations and warranties, other covenants, and events of default, including but not limited to, limitations on the incurrence of additional indebtedness, liens, negative pledges, guarantees, investments, loans, asset sales, mergers, acquisitions, prepayment of other debt, the repurchase of capital stock, transactions with affiliates, the ability to change the nature of its business or its fiscal year, and distributions and dividends. The Term Loan Facility generally permits dividends to the extent that no default or event of default is continuing or would result from the contemplated dividend and the pro forma Consolidated Net Total Leverage Ratio after giving effect to such contemplated dividend is at least 0.25 lower than the maximum Consolidated Net Total Leverage Ratio for such quarter. All obligations under the Term Loan Facility are guaranteed by VHC and any future material domestic restricted subsidiaries of Vince, LLC and secured by a lien on substantially all of the assets of VHC, Vince, LLC and Vince Intermediate and any future material domestic restricted subsidiaries. We are in compliance with applicable financial covenants.

Through October 31, 2015, on an inception to date basis, the Company has made voluntary prepayments totaling $130,000 in the aggregate on the original $175,000 Term Loan Facility entered into on November 27, 2013. Of the $130,000 of aggregate voluntary prepayments made to date, $20,000 was paid during the nine months ended October 31, 2015. As of October 31, 2015, the Company had $45,000 of debt outstanding under the Term Loan Facility.

Note 6. Inventory

Inventories consist of the following:

	October 31, 2015	January 31, 2015
Finished goods	$ 43,895	$ 37,395
Raw materials	—	24
Total inventories, net	43,895	37,419
Net of reserves of:	$ 16,102	$ 6,471

Inventories are stated at the lower of cost or market. Cost is determined on the first-in, first-out basis. Inventory values are reduced to net realizable value when there are factors indicating that certain inventories will not be sold on terms sufficient to recover their cost and is reflected in Cost of Goods Sold on the Condensed Consolidated Statements of Operations and Comprehensive Loss. The adjustment to net realizable value is based on management's judgment regarding future demand and market conditions and analysis of historical experience. As of October 31, 2015, the lower of cost or market reserve included a write-down of the carrying value for certain excess inventory and aged product to its estimated net realizable value, as during the three months ended August 1, 2015 the Company recorded a charge of $14,447 associated with inventory that no longer supports the Company's prospective brand positioning strategy. During the three months ended October 31, 2015, the Company recorded pre-tax income of $1,986 associated with the recovery of the inventory write-down taken in the three months ended August 1, 2015.

Note 7. Share-Based Compensation

Prior to November 27, 2013, VHC did not have convertible equity or convertible debt securities, any of which could result in share-based compensation expense. In connection with our IPO, which closed on November 27, 2013, and the separation of the Vince and non-Vince businesses, VHC assumed Kellwood Company's remaining obligations under the 2010 Stock Option Plan of Kellwood Company (the "2010 Option Plan") and all Kellwood Company stock options previously issued to Vince employees under such plan became options to acquire shares of VHC common stock. Additionally, VHC assumed Kellwood Company's obligations with respect to the vested Kellwood Company stock options previously issued to Kellwood Company employees, which options were cancelled in exchange for shares of VHC common stock. Accordingly, option information presented below for previously issued Kellwood Company stock options under the 2010 Option Plan has been adjusted to account for the split of the Company's common stock and applicable conversion to options to acquire shares of VHC common stock.

Employee Stock Plans

2010 Option Plan

Kellwood Company had convertible equity securities that result in recognition of share-based compensation expense. On June 30, 2010, the board of directors approved the 2010 Stock Option Plan. As discussed above, in connection with the closing of the IPO, VHC assumed Kellwood Company's remaining obligations under the 2010 Option Plan; provided that none of the issued and outstanding options (after giving effect to such assumption and the stock split effected as part of the Restructuring Transactions) were exercisable until the consummation of the IPO. Additionally, prior to the consummation of the IPO and after giving effect to the assumption described in this paragraph, VHC and the Vince employees to whom options had been previously granted under the 2010 Option Plan amended the related grant agreements to eliminate, effective as of the consummation of the IPO, restrictions on the exercisability of the subject employees vested options.

Prior to the IPO, the 2010 Option Plan, as amended, provided for the grant of options to acquire up to 2,752,155 shares of Kellwood Company common stock. The options granted pursuant to the 2010 Option Plan (i) vest in five equal installments on the first, second, third, fourth and fifth anniversaries of the grant date, subject to the employee's continued employment, and (ii) expire on the earlier of the tenth anniversary of the grant date or upon termination of employment. We will not grant any future awards under the 2010 Option Plan. Future awards will be granted under the Vince 2013 Incentive Plan described further below.

Vince 2013 Incentive Plan

In connection with the IPO, the Company adopted the Vince 2013 Incentive Plan, which provides for grants of stock options, stock appreciation rights, restricted stock and other stock-based awards. The aggregate number of shares of common stock which may be issued or used for reference purposes under the Vince 2013 Incentive Plan or with respect to which awards may be granted may not exceed 3,400,000 shares. The shares available for issuance under the Vince 2013 Incentive Plan may be, in whole or in part, either authorized and unissued shares of our common stock or shares of common stock held in or acquired for our treasury. In general, if awards under the Vince 2013 Incentive Plan are cancelled for any reason, or expire or terminate unexercised, the shares covered by

such award may again be available for the grant of awards under the Vinc e 2013 Incentive Plan. As of October 3 1 , 2015, there were 2, 209 , 958 shares under the Vince 2013 Inc entive Plan available for future grants. Options granted pursuant to the Vince 2013 Incentive Plan (i) vest in equal installments over three or four years or at 33 1/3% per year beginning in year two, over four years, subject to the employees' continued em ployment , and (ii) expire on the earlier of the tenth anniversary of the grant date or upon termination as outlined in the Vince 2013 Incentive Plan.

On October 2, 2015 the Company completed a tender offer to exchange certain options to purchase shares of its common stock, whether vested or unvested, from eligible employees. The exchange ratio for this offer was one-to-one (one stock option exchanged for every one new stock option granted). As a result of the tender offer, 346,004 stock options were cancelled and options to purchase the same amount of shares were granted with an exercise price of $3.60. The purpose of this exchange was to foster retention of our valuable employees and better align the interests of our employees and shareholders to maximize shareholder value.

Stock Options

A summary of stock option activity under the plans during the nine months ended October 31, 2015 is as follows:

	Stock Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 31, 2015	2,726,169	$ 13.18		
Granted	1,182,023	$ 4.51		
Exercised	(26,209)	$ 6.64		
Forfeited or expired	(1,803,440)	$ 16.87		
Outstanding at October 31, 2015	2,078,543	$ 5.12	6.4	$ 828
Vested and exercisable at October 31, 2015	826,352	$ 5.88	1.3	$ -

Of the above outstanding shares, 1,913,049 are vested or expected to vest.

Restricted Stock Units

The Company also issues restricted stock units to its non-employee directors and directors not affiliated with Sun Capital (our controlling shareholder) under the Vince 2013 Incentive Plan. A summary of restricted stock unit activity during the nine months ended October 31, 2015 is as follows:

	Restricted Stock Units	Weighted Average Grant Date Fair Value
Nonvested restricted stock units at January 31, 2015	12,384	$ 26.24
Granted	5,341	$ 15.76
Vested	(989)	$ 25.28
Nonvested restricted stock units at October 31, 2015	16,736	$ 22.95

Share-Based Compensation Expense

Share-based compensation expense is recognized over the requisite service period of each share-based payment award and the expense is included as a component of selling, general and administrative expenses in the condensed consolidated statements of operations. Share-based compensation expense for the three months ended October 31, 2015 was a net reversal of $(95), primarily due to option forfeitures as a result of executive departures. Share-based compensation expense for the three months ended November 1, 2014 was $458. Share-based compensation expense for the nine months ended October 31, 2015 and November 1, 2014 was $706 and $1,250, respectively.

Note 8. Earnings Per Share

Basic earnings per share is computed by dividing net income by the weighted average number of shares of common stock outstanding for the period. Except when the effect would be anti-dilutive, diluted earnings per share is calculated based on the

weighted average number of outstanding shares of common stock plus the dilutive effect of share-based awards calculated under the treasury stock method. The following is a reconciliation of basic shares to diluted shares:

	Three Months Ended		Nine Months Ended	
	October 31, 2015	November 1, 2014	October 31, 2015	November 1, 2014
Weighted-average shares—basic	36,775,443	36,728,969	36,767,770	36,726,338
Effect of dilutive equity securities	41,529	1,574,634	865,863	1,517,030
Weighted-average shares—diluted	36,816,972	38,303,603	37,633,633	38,243,368

For the three and nine months ended October 31, 2015, 649,236 and 617,078 options to purchase shares of the Company's common stock, respectively, were excluded from the computation of diluted earnings per share as their effect would have been anti-dilutive.

For the three and nine months ended November 1, 2014, 65,561 and 34,216 options to purchase shares of the Company's common stock, respectively, were excluded from the computation of diluted earnings per share as their effect would have been anti-dilutive.

Note 9. Commitments and Contingencies

In the second quarter of 2015, a number of senior management departures and announced departures occurred. In connection with these departures and announced departures, the Company has certain obligations under existing employment arrangements with respect to severance and employee related benefits. As a result, the Company recognized a charge of $3,717 for these expected departures within selling, general, and administrative expenses on the condensed consolidated statement of operations for the three months ended August 1, 2015. This charge is reflected within the "unallocated corporate expenses" for segment disclosures. These amounts will be paid over a period of six to eighteen months, starting in the third quarter of fiscal 2015. Payments of $783 were made during the three months ended October 31, 2015. The remaining accrual of $2,934 is included within total current liabilities on the condensed consolidated balance sheet as of October 31, 2015.

We are currently party to various legal proceedings. While management currently believes that the ultimate outcome of these proceedings, individually and in the aggregate, will not have a material adverse impact on our financial position or results of operations or cash flows, litigation is subject to inherent uncertainties.

Note 10. Recent Accounting Pronouncements

In July 2015, new accounting guidance on accounting for inventory was issued, which requires entities to measure inventory at the lower of cost and net realizable value. This guidance is effective for interim and annual periods beginning on or after December 15, 2016. The Company is currently evaluating the impact of the adoption of the new accounting guidance on its financial statements.

In April 2015, the FASB issued ASU 2015-03, "Interest-Imputation of Interest." The standard requires deferred financing costs to be presented on the balance sheet as a direct deduction from the carrying amount of the related debt liability, consistent with debt discounts, instead of being presented as a deferred asset in the balance sheet. ASU 2015-03 does not change the recognition and measurement guidance for deferred financing costs. Once adopted, entities are required to apply the new guidance retrospectively to all prior periods presented. ASU 2015-03 is effective for annual periods beginning after December 15, 2015, and interim periods within those fiscal years and early application is permitted. The Company has elected to early adopt the standard, effective February 1, 2015 and accordingly, the condensed consolidated balance sheets as of October 31, 2015 and January 31, 2015 reflect the deferred financing costs as a direct deduction from the carrying amount of our long-term debt. Refer to Note 5, Long-Term Debt, for further information.

In April 2015, the FASB issued ASU No. 2015-05, "Customer's Accounting for Fees Paid in a Cloud Computing Arrangement," which provides guidance on accounting for cloud computing fees. If a cloud computing arrangement includes a software license, then the customer should account for the license element of the arrangement consistent with the acquisition of other software licenses. If a cloud computing arrangement does not include a software license, the arrangement should be accounted for as a service contract. This guidance is effective for arrangements entered into, or materially modified, in interim and annual periods beginning after December 15, 2015. Retrospective application is permitted but not required. The Company is currently evaluating the impact of this ASU on the consolidated financial statements.

In May 2014, FASB issued revenue recognition guidance (ASU No. 2014-09). The new accounting guidance requires entities to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In August 2015, FASB elected to defer the effective dates (ASU No. 2015-14). The updated guidance is now effective for interim and annual periods beginning on or after December 15, 2017. Early

adoption is permitted for annual periods beginning after December 15, 2016, including interim reporting periods within that reporting period. The Company is currently evaluating the impa ct of the adoption of the new guidance on its financial statements.

Note 11. Segment Financial Information

We operate and manage our business by distribution channel and have identified two reportable segments, as further described below. We considered both similar and dissimilar economic characteristics, internal reporting and management structures, as well as products, customers, and supply chain logistics to identify the following reportable segments:

- Wholesale segment—consists of our operations to distribute products to premier department stores and specialty stores in the United States and select international markets; and
- Direct-to-consumer segment—consists of our operations to distribute products directly to the consumer through our branded full-price specialty retail stores, outlet stores, and e-commerce platform.

The accounting policies of our segments are consistent with those described in Note 1 to the audited Consolidated Financial Statements of VHC for the fiscal year ended January 31, 2015 included in our 2014 Annual Report on Form 10K. Unallocated corporate expenses are comprised of selling, general, and administrative expenses attributable to corporate and administrative activities, and other charges that are not directly attributable to our operating segments. Unallocated corporate assets are comprised of the carrying values of our goodwill and unamortized trademark, deferred tax assets, and other assets that will be utilized to generate revenue for both of our reportable segments.

Our wholesale segment sells apparel to our direct-to-consumer segment at cost. The wholesale intercompany sales of $8,816 and $9,077 have been excluded from the net sales totals presented below for the three months ended October 31, 2015 and November 1, 2014, respectively. The wholesale intercompany sales of $22,510 and $16,978 have been excluded from the net sales totals presented below for the nine months ended October 31, 2015 and November 1, 2014, respectively. Furthermore, as intercompany sales are sold at cost, no intercompany profit is reflected in operating income presented below.

Summary information for our operating segments is presented below (in thousands).

	Three Months Ended		Nine Months Ended	
	October 31, 2015	November 1, 2014	October 31, 2015	November 1, 2014
Net Sales:				
Wholesale	$ 56,505	$ 78,898	$ 153,104	$ 190,564
Direct-to-consumer	24,354	24,049	67,590	55,161
Total net sales	$ 80,859	$ 102,947	$ 220,694	$ 245,725
Operating Income:				
Wholesale	$ 22,233	$ 30,577	$ 44,249	$ 74,204
Direct-to-consumer	1,526	6,042	1,970	9,855
Subtotal	23,759	36,619	46,219	84,059
Unallocated expenses	(11,416)	(11,789)	(35,317)	(34,078)
Total operating income	$ 12,343	$ 24,830	$ 10,902	$ 49,981
Capital Expenditures:				
Wholesale	$ 492	$ 673	$ 1,489	$ 1,238
Direct-to-consumer	2,023	3,072	7,509	6,158
Unallocated corporate	549	4,210	5,109	7,910
Total capital expenditures	$ 3,064	$ 7,955	$ 14,107	$ 15,306

	October 31, 2015	January 31, 2015
Total Assets:		
Wholesale	$ 63,733	$ 70,635
Direct-to-consumer	36,707	33,793
Unallocated corporate	275,065	274,220
Total assets	$ 375,505	$ 378,648

Note 12. Related Party Transactions

Shared Services Agreement

In connection with the consummation of our IPO on November 27, 2013, Vince, LLC entered into a Shared Services Agreement pursuant to which Kellwood provides support services in various operational areas, including, among other things, e-commerce operations, distribution, logistics, information technology, accounts payable, credit and collections and payroll. Since the IPO, we have been working on transitioning certain back office functions performed by Kellwood under the Shared Services Agreement. Among these functions that have transitioned to Vince are certain accounting related functions as well as benefits administration. We have also been working on developing our own information technology infrastructure and are now in the process of implementing our own enterprise resource planning ("ERP") system. We have engaged with a new e-commerce platform provider and are still developing that system. The new ERP system is also under development. Until those systems are implemented, we will continue to utilize the Kellwood information technology infrastructure, including e-commerce platform systems, under the Shared Services Agreement.

We are invoiced by Kellwood monthly for the services provided under the Shared Services Agreement and generally are required to pay within 15 business days of receiving such invoice. The payments will be trued-up and can be disputed once each fiscal quarter is completed. As of October 31, 2015, we have recorded $810 in other accrued expenses to recognize amounts payable to Kellwood under the Shared Services Agreement.

Tax Receivable Agreement

VHC entered into a Tax Receivable Agreement with the Pre-IPO Stockholders on November 27, 2013. We and our former subsidiaries have generated certain tax benefits (including NOLs and tax credits) prior to the Restructuring Transactions consummated in connection with our IPO and will generate certain section 197 intangible deductions (the "Pre-IPO Tax Benefits"), which would reduce the actual liability for taxes that we might otherwise be required to pay. The Tax Receivable Agreement provides for payments to the Pre-IPO Stockholders in an amount equal to 85% of the aggregate reduction in taxes payable realized by us and our subsidiaries from the utilization of the Pre-IPO Tax Benefits (the "Net Tax Benefit").

For purposes of the Tax Receivable Agreement, the Net Tax Benefit equals (i) with respect to a taxable year, the excess, if any, of (A) our liability for taxes using the same methods, elections, conventions and similar practices used on the relevant company return assuming there were no Pre-IPO Tax Benefits over (B) our actual liability for taxes for such taxable year (the "Realized Tax Benefit"), plus (ii) for each prior taxable year, the excess, if any, of the Realized Tax Benefit reflected on an amended schedule applicable to such prior taxable year over the Realized Tax Benefit reflected on the original tax benefit schedule for such prior taxable year, minus (iii) for each prior taxable year, the excess, if any, of the Realized Tax Benefit reflected on the original tax benefit schedule for such prior taxable year over the Realized Tax Benefit reflected on the amended schedule for such prior taxable year; provided, however, that to the extent any of the adjustments described in clauses (ii) and (iii) were reflected in the calculation of the tax benefit payment for any subsequent taxable year, such adjustments shall not be taken into account in determining the Net Tax Benefit for any subsequent taxable year.

The Company had expected to make a required payment under the Tax Receivable Agreement in the fourth quarter of 2015. As a result of lower than expected cash from operations due to weaker than projected performance, and the level of projected availability under the Company's Revolving Credit Facility, we concluded that we would not be able to fund the payment when due. Accordingly, on September 1, 2015, we entered into an amendment to the Tax Receivable Agreement with Sun Cardinal, LLC, an affiliate of Sun Capital Partners, Inc., for itself and as a representative of the other stockholders parties thereto. Pursuant to this amendment, Sun Cardinal agreed to postpone payment of the tax benefit with respect to the 2014 taxable year, currently estimated at $21,762 plus accrued interest, to September 15, 2016. As of October 31, 2015 our total obligation under the Tax Receivable Agreement is estimated to be $169,765, of which $21,762 is included as a component of other accrued expenses and $148,003 is included as a component of other liabilities on our condensed consolidated balance sheet. There is a remaining term of eight years under the Tax Receivable Agreement. During the three months ended October 31, 2015, we adjusted the obligation under the Tax Receivable Agreement in connection with the filing of our 2014 income tax returns. The return to provision adjustments resulted in a net increase of $801 to the liability under the Tax Receivable Agreement with the corresponding net increase accounted for as an adjustment to other expense, net on the Condensed Consolidated Statement of Operations. The amendment to the Tax Receivable Agreement also waived the application of a default interest rate at LIBOR plus 500 basis points per annum on the postponed payment. The interest rate on the postponed payment will remain at LIBOR plus 200 basis points per annum.

Rights Offering Commitment Letter

On December 9, 2015 we received a Rights Offering Commitment Letter from Sun Fund V that provides the Company with an amount equal to $65,000 of cash proceeds in the event that the Company conducts a Rights Offering (the "Contribution Obligation"). Such Contribution Obligation will be reduced by any proceeds received from the Rights Offering. The Company is required, simultaneously with the funding of the Contribution Obligation by Sun Fund V, or one or more of its affiliates, to issue to Sun Fund V or one or more of its affiliates the applicable number of shares of the Company's common stock at the lesser of (i) a price per share equal to a 20% discount to the 30 day average trading price of the Company's common stock on The New York Stock Exchange immediately prior to the date of the Rights Offering Commitment Letter, (ii) a price per share equal to a 20% discount to the 30 day average trading price of the Company's common stock on The New York Stock Exchange immediately prior to the commencement of the Rights Offering and (iii) the price per share at which participants in the Rights Offering are entitled to purchase shares of new common stock issued by the Company. Sun Fund V will receive customary terms and conditions, to be negotiated between Sun Fund V and the Company, for providing the Contribution Obligation. If the Rights Offering has not commenced by March 8, 2016, the Company will pay Sun Fund V an amount equal to $950 in the event that the Company completes a Rights Offering. Sun Fund V's obligations terminate upon the earliest to occur of (A) the consummation of the Rights Offering whereby the Company receives proceeds equal to or exceeding $65,000, (B) 11:59 p.m. New York City time on April 7, 2016 if the Rights Offering has not commenced by such time, (C) 11:59 p.m. New York City time on April 30, 2016, and (D) the date Sun Fund V, or its affiliates, funds the Contribution Obligation. The Company would be required to use a portion of proceeds from the Rights Offering or the Contribution Obligation to satisfy its current obligation under the Tax Receivable Agreement as amended (as discussed above), currently estimated at $21,762 plus accrued interest, and payable on September 15, 2016.

Sun Capital Consulting Agreement

On November 27, 2013, we entered into an agreement with Sun Capital Management to (i) reimburse Sun Capital Management or any of its affiliates providing consulting services under the agreement for out-of-pocket expenses incurred in providing consulting services to us and (ii) provide Sun Capital Management with customary indemnification for any such services.

During the three and nine months ended October 31, 2015, we paid Sun Capital Management approximately $3 and $32, respectively, for reimbursement of expenses under the Sun Capital Consulting Agreement.

Executive Officers

Mark E. Brody served as the Company's Interim Chief Executive Officer from September 1, 2015 through October 22, 2015 when the Board approved the appointment of Brendan L. Hoffman to serve as the Chief Executive Officer of the Company, effective immediately. Mr. Brody remained with the Company in a non-executive capacity through a transition period which ended on November 20, 2015. Mr. Brody also served as Interim Chief Financial Officer and Treasurer of the Company from June 2015 through September 1, 2015. Mr. Brody received $63 per month and the reimbursement of reasonable cost of transportation and housing on a tax grossed-up basis during his employment with the Company. Mr. Brody also serves, and will continue to serve, as a member of the Board and received no additional compensation for serving as a director of the Company.

On September 1, 2015, David Stefko was appointed by the board of directors of the Company to serve as the Interim Chief Financial Officer and Treasurer of the Company. Mr. Stefko will receive $43 per month and the reimbursement of reasonable cost of transportation and housing on a tax grossed-up basis while he serves as the Interim Chief Financial Officer and Treasurer of the Company.

Both Mr. Brody and Mr. Stefko were employees of Sun Capital Partners, Inc. prior to their appointment to the positions at the Company, remain covered by Sun Capital Partners, Inc.'s health and welfare benefit plans and continue to be eligible to receive a bonus under the Sun Capital Partners, Inc. annual bonus plan related to their work at Sun Capital Partners, Inc. Mr. Stefko is currently on leave of absence from his position at Sun Capital Partners, Inc. and Mr. Brody has returned to his former position. Affiliates of Sun Capital Partners, Inc. own approximately 56% of the outstanding shares of our common stock. In addition, Messrs. Brody and Stefko are partners in one or more investment partnerships that are affiliated with Sun Capital Partners, Inc. that beneficially own shares of common stock of the Company.

Note 13. Subsequent Events

On November 23, 2015, the Company entered into consulting services agreements with the Company's co-founders Rea Laccone and Christopher LaPolice. Ms. Laccone and Mr. LaPolice will oversee the Company's product, merchandising and creative efforts.

The consulting services agreements have terms that end on February 3, 2018 and provide for the following compensation: (i) a base annual consulting fee of $2,500 for Ms. Laccone and $1,125 for Mr. LaPolice; (ii) an annual cash bonus of $1,000 for Ms. Laccone and $1,125 for Mr. LaPolice, prorated for the current fiscal year, subject to the consulting term continuing through the end of each fiscal year to which the bonus relates, provided that if the consultant is terminated without cause, she or he will be entitled to a pro-rata portion of the annual bonus calculated through the date of termination; and (iii) options to acquire 200,000 shares of the Company's common stock for Ms. Laccone and 150,000 shares of the Company's common stock for Mr. LaPolice, with the options vesting as to 50% of the shares on the first anniversary of the grant date, 25% of the shares on the 18 month anniversary of the grant date and 25% of the shares on the second anniversary of the grant date, in each case subject to the consulting period continuing through such time, provided that, if the consultant is terminated without cause, she or he will pro-rata vest in the next tranche of options based on the number of months completed in the vesting term prior to such termination.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This discussion summarizes our consolidated operating results, financial condition and liquidity during each of the three and nine month periods ended October 31, 2015 and November 1, 2014, respectively. The following discussion and analysis should be read in conjunction with our condensed consolidated financial statements and related notes included elsewhere in this report on Form 10-Q.

For purposes of this report on Form 10-Q, "Vince," the "Company," "we," and "our," refer to Vince Holding Corp. ("VHC") and our wholly owned subsidiaries, including Vince Intermediate Holding ("Vince Intermediate"), LLC and Vince, LLC. References to "Kellwood" refer, as applicable, to Kellwood Holding, LLC and its consolidated subsidiaries (including Kellwood Company, LLC) or the operations of the non-Vince businesses after giving effect to the restructuring transactions (the "Restructuring Transactions") that were completed in connection with our initial public offering (the "IPO") on November 27, 2013.

This discussion contains forward-looking statements involving risks, uncertainties and assumptions that could cause our results to differ materially from expectations. While we believe our growth strategy offers significant opportunities, it also presents risks and challenges, including among others, the risks that we may not be able to match inventory purchases with demand, hire and train qualified associates, that our new product offerings and expanded sales channels may not maintain or enhance our brand image and that our distribution facilities and information systems may not be adequate to support our growth plans. For a more complete discussions of risks facing our business see "Item 1A—Risk Factors" of this report on Form 10-Q as well as in our 2014 Annual Report on Form 10-K.

Executive Overview

Vince is a leading contemporary fashion brand best known for modern effortless style and everyday luxury essentials. Founded in 2002, the brand now offers a wide range of women's and men's apparel, women's and men's footwear, and handbags. Vince products are sold in prestige distribution worldwide, including over 2,500 distribution points across 44 countries. While we have recently experienced a slowdown in sales growth, we believe that we can generate growth by expanding our product offering, expanding our selling into international markets, and growing our own branded retail and e-commerce direct-to-consumer businesses.

On October 22, 2015, the board of directors of the Company (the "Board') approved the appointment of Brendan L. Hoffman to serve as the Chief Executive Officer of the Company, effective immediately. Mr. Hoffman brings more than 20 years of retail industry experience and most recently served as the Chief Executive Officer and President of The Bon-Ton Stores Inc. from February 2012 to August 2014. Previously, Mr. Hoffman served as the President and Chief Executive Officer of Lord & Taylor, a division of Hudson's Bay Trading Company, from October 2008 to January 2012. Mark E. Brody served as the Interim Chief Executive Officer of the Company from September 1, 2015 through October 22, 2015 and remained with the Company in a non-executive capacity through a transition period that ended on November 20, 2015. Mr. Brody will continue to serve as a member of the Board. The Board also approved the appointment of David Stefko to serve as the Interim Chief Financial Officer and Treasurer of the Company effective September 1, 2015. The Board is currently working with executive search firms to identify potential Chief Financial Officer candidates. See "Item 1A—Risk Factors" for more information.

As of October 31, 2015, our products are sold at 2,539 doors through our wholesale partners in the U.S. and international markets and we operated 46 retail stores, including 34 full price stores and 12 outlet stores, throughout the United States.

The following is a summary of highlights during the three months ended October 31, 2015:

- Our net sales totaled $80.9 million, reflecting a 21.5% decrease over prior year net sales of $102.9 million.
- Our wholesale net sales decreased 28.4% to $56.5 million and our direct-to-consumer net sales increased 1.3% to $24.4 million. Comparable store sales including e-commerce declined 12.5% compared to last year.
- Net income for the quarter was $5.9 million, or $0.16 per diluted share, compared to $13.3 million, or $0.35 per diluted share, in the prior year third quarter. The current year included pre-tax income of $2.0 million associated with the recovery of inventory write downs taken in the second quarter and pre-tax income of $0.5 million related to executive stock option forfeitures which were partly offset by $0.6 million of pre-tax expense associated with executive search costs.
- We opened four new retail stores during the three months ended October 31, 2015.
- As of October 31, 2015 we had $77.9 million of total debt principal outstanding comprised of $45.0 million outstanding on our Term Loan Facility and $32.9 million outstanding on our Revolving Credit Facility.

- We continued to invest in new stores, shop-in-shop build - outs and infrastructure related to our IT migration efforts.

We serve our customers through a variety of channels that reinforce the Vince brand image. Our diversified channel strategy allows us to introduce our products to customers through multiple distribution points that are reported in two segments: wholesale and direct-to-consumer. The following is a summary of our wholesale and direct-to-consumer net sales for the three and nine months ended October 31, 2015 and November 1, 2014, respectively:

	Three Months Ended		Nine Months Ended	
(in thousands)	October 31, 2015	November 1, 2014	October 31, 2015	November 1, 2014
Net Sales by Segment:				
Wholesale	$ 56,505	$ 78,898	$ 153,104	$ 190,564
Direct-to-consumer	24,354	24,049	67,590	55,161
Total net sales	$ 80,859	$ 102,947	$ 220,694	$ 245,725

Results of Operations

The following table presents our operating results as a percentage of net sales as well as earnings per share data (dollars in thousands, except per share data) for the three and nine months ended October 31, 2015 and November 1, 2014:

	Three Months Ended				Nine Months Ended			
	October 31, 2015		November 1, 2014		October 31, 2015		November 1, 2014	
(In thousands, except share data, store and door counts and percentages)								
Statement of Operations:								
Net sales	$ 80,859	100.0%	$ 102,947	100.0%	$ 220,694	100.0%	$ 245,725	100.0%
Cost of products sold	40,854	50.5%	52,299	50.8%	129,159	58.5%	124,652	50.7%
Gross profit	40,005	49.5%	50,648	49.2%	91,535	41.5%	121,073	49.3%
Selling, general and administrative expenses	27,662	34.2%	25,818	25.1%	80,633	36.6%	71,092	29.0%
Income from operations	12,343	15.3%	24,830	24.1%	10,902	4.9%	49,981	20.3%
Interest expense, net	1,428	1.8%	2,235	2.1%	4,367	2.0%	7,570	3.1%
Other expense, net	899	1.1%	72	0.1%	1,390	0.6%	557	0.2%
Income before income taxes	10,016	12.4%	22,523	21.9%	5,145	2.3%	41,854	17.0%
Provision for income taxes	4,123	5.1%	9,212	9.0%	1,824	0.8%	16,658	6.7%
Net income	$ 5,893	7.3%	$ 13,311	12.9%	$ 3,321	1.5%	$ 25,196	10.3%
Earnings per share:								
Basic earnings per share	$ 0.16		$ 0.36		$ 0.09		$ 0.69	
Diluted earnings per share	$ 0.16		$ 0.35		$ 0.09		$ 0.66	
Other Operating and Financial Data:								
Total wholesale doors at end of period	2,539		2,408		2,539		2,408	
Total stores at end of period	46		37		46		37	
Comparable store sales growth (1) (2)	-12.5%		9.0%		1.1%		11.1%	

(1) Beginning with the first quarter of 2015, comparable store sales now include our e-commerce sales in order to align with how the Company manages its brick-and-mortar retail stores and e-commerce online store as a combined single direct-to-consumer segment. Prior to fiscal year 2015, comparable store sales included only our comparable brick-and-mortar retail stores. As a result of our omni-channel sales and inventory strategy as well as cross-channel customer shopping patterns, there is less distinction between our brick-and-mortar retail stores and our e-commerce online store and we believe the inclusion of e-commerce sales in our comparable store sales metric is a more meaningful representation of these results and provides a more comprehensive view of our year over year comparable store sales metric. As a result of this change, the prior period presented above has been adjusted to reflect comparable store sales inclusive of e-commerce.

(2) Beginning with the first quarter of 2015, a store is included in the comparable store sales calculation after it has completed at least 13 full fiscal months of operations. Non-comparable store sales include new stores which have not completed at least 13 full fiscal months of operations and sales from closed stores. In the event that we relocate, or change square footage of an existing store, we would treat that store as a non-comparable store until it has completed at least 13 full fiscal months of operation following the relocation or square foot age adjustment. For 53-week fiscal years, we adjust comparable store sales to exclude the additional week. There may be variations in the way in which some of our competitors and other retai lers calculate comparable store sales.

Three Months Ended October 31, 2015 Compared to Three Months Ended November 1, 2014

Net sales for the three months ended October 31, 2015 were $80.9 million, decreasing $22.1 million, or 21.5%, versus $102.9 million for the three months ended November 1, 2014.

	Net Sales by Segment	
	Three Months Ended	
(in thousands)	October 31, 2015	November 1, 2014
Net Sales:		
Wholesale	$ 56,505	$ 78,898
Direct-to-consumer	24,354	24,049
Total net sales	$ 80,859	$ 102,947

Net sales from our wholesale segment decreased $22.4 million, or 28.4%, to $56.5 million in the three months ended October 31, 2015, primarily driven by lower full price customer reorders, lower off price orders and higher givebacks in the third quarter. Despite the downturn in our sales performance, the contraction of our wholesale business was partially offset by an increase in net wholesale doors of 131 and added 15 additional shop-in-shops with our wholesale partners since the end of the third quarter of fiscal 2014.

Net sales from our direct-to-consumer segment increased 1.3% to $24.4 million in the three months ended October 31, 2015 from $24.0 million in the three months ended November 1, 2014. Non-comparable store sales contributed approximately $3.2 million of the sales growth. This growth was offset by a decline in comparable store sales of $2.9 million, or 12.5%, including e-commerce, which includes the negative impact of a shift in the timing of certain promotions from the third quarter of 2015 to the fourth quarter as well as a decline in the average order value. Since the prior year third quarter, 9 new stores have opened bringing our total retail store count to 46 as of October 31, 2015 compared to 37 as of November 1, 2014.

Gross profit decreased 21.0% to $40.0 million for the three months ended October 31, 2015 versus $50.6 million in the prior year. As a percentage of sales, gross margin was 49.5%, compared with 49.2% in the prior year third quarter. Gross profit and margin were favorably impacted by $2.0 million associated with the recovery of inventory write-downs taken in the second quarter. The total gross margin rate increase was primarily driven by the following factors:

- The favorable impact from the recovery of inventory write-downs taken in the second quarter contributed 461 basis points of improvement;
- Favorable increased sales penetration of the direct-to-consumer segment contributed 230 basis points of improvement; and
- The unfavorable impact from markdowns and chargebacks contributed negatively by (635) basis points.

Selling, general and administrative expenses for the three months ended October 31, 2015 were $27.7 million, increasing $1.8 million, or 7.1%, versus $25.8 million for the three months ended November 1, 2014. Selling, general and administrative expenses as a percent of sales was 34.2% and 25.1% for the three months ended October 31, 2015 and November 1, 2014, respectively. As we continue to invest in our growth and from our recent decline in sales, our selling, general and administrative expenses as a percent of sales have deleveraged. The increase in selling, general and administrative expenses compared to the prior fiscal year period is primarily due to:

- Increase in rent and occupancy costs of $1.2 million due primarily to new retail store openings and our new headquarter office and showroom spaces;
- Increase in depreciation expense of $0.7 million due to new retail stores, shop-in-shop investments and our new headquarter office spaces;
- Increase in professional search fees primarily due to $0.6 million associated with executive search costs as a result of recent management departures; and

- The above increa ses were partially offset by $(0 . 6) million of lower costs charged under our Shared Services Agreement as we have transitioned certain back office support functions in-house that were previously performed by Kellwood under the Shared Services Agreement.

Operating income by segment for the three months ended October 31, 2015 and the three months ended November 1, 2014 is summarized in the following table:

	Operating Income by Segment Three Months Ended	
(in thousands)	October 31, 2015	November 1, 2014
Wholesale	$ 22,233	$ 30,577
Direct-to-consumer	1,526	6,042
Subtotal	23,759	36,619
Unallocated expenses	(11,416)	(11,789)
Total operating income	$ 12,343	$ 24,830

Operating income from our wholesale segment decreased $8.3 million, or 27.3%, to $22.2 million in the three months ended October 31, 2015 from $30.6 million in the three months ended November 1, 2014. This decrease was primarily driven by the impact of the lower gross margin performance due to the sales volume decrease noted above, partly offset by the favorable impact of $4.3 million from the recovery of inventory write-downs taken in the second quarter.

Operating income from our direct-to-consumer segment decreased by $4.5 million to $1.5 million in the three months ended October 31, 2015 from $6.0 million in the three months ended November 1, 2014. The decrease resulted primarily from the impact of lower gross margins driven by higher promotional activity and the impact from inventory reserves of $(2.3) million, as well as higher selling, general and administrative expenses associated with the 9 new stores that have opened since the prior year third quarter.

Interest expense decreased $0.8 million, or 36.1%, to $1.4 million in the three months ended October 31, 2015 from $2.2 million in the three months ended November 1, 2014. The reduction in interest expense is primarily due to the lower overall debt balances since November 1, 2014 as a result of voluntary prepayments on our Term Loan Facility and net borrowings against the Revolving Credit Facility with more favorable interest rates.

Other expense, net, was $0.9 million and $0.1 million in the three months ended October 31, 2015 and November 1, 2014, respectively. The increase resulted primarily from an increase in the obligation under the Tax Receivable Agreement with the Pre-IPO Stockholders (see Item 1. Notes to Unaudited Condensed Consolidated Financial Statements - Note 12. Related Party Transactions).

Provision for income taxes for the three months ended October 31, 2015 was $4.1 million as compared to $9.2 million for the three months ended November 1, 2014. Our effective tax rate on pretax income for the three months ended October 31, 2015 and the three months ended November 1, 2014 was 41.2% and 40.9%, respectively. The effective tax rate for the three months ended October 31, 2015 differed from the U.S. statutory rate of 35% primarily due to state taxes and non-deductible expenses partly offset by the return to provision adjustment. Our effective tax rate for the three months ended November 1, 2014 differed from the U.S. statutory rate of 35% primarily due to state taxes.

Nine Months Ended October 31, 2015 Compared to Nine Months Ended November 1, 2014

Net sales for the nine months ended October 31, 2015 were $220.7 million, decreasing $25.0 million, or 10.2%, versus $245.7 million for the nine months ended November 1, 2014.

	Net Sales by Segment Nine Months Ended	
(in thousands)	October 31, 2015	November 1, 2014
Net Sales:		
Wholesale	$ 153,104	$ 190,564
Direct-to-consumer	67,590	55,161
Total net sales	$ 220,694	$ 245,725

Net sales from our wholesale segment de creased $ 37 . 5 million, or 19 . 7 %, to $ 153 . 1 million in the nine months ended October 3 1 , 2015 from $ 1 90 . 6 million in the nine months ended November 1 , 2014 . The decrease from the prior year is primarily due to the lower sell-through , lower full price c ustomer reorders and lower off price orders in the second and third quarter s . The contraction of our wholesale business was partially offset by an increase in net wholesale doors of 1 3 1 and we added 15 additional shop- in-shops with our wholesale partners since the end of the third quarter of fiscal 2014.

Net sales from our direct-to-consumer segment increased $12.4 million, or 22.5%, to $67.6 million in the nine months ended October 31, 2015 from $55.2 million in the nine months ended November 1, 2014. Approximately $0.6 million of the sales growth is attributable to comparable store sales growth of 1.1%, including e-commerce, primarily due to an increase in transactions partly offset by a decrease in average order size. Non-comparable store sales contributed approximately $11.9 million of the sales growth and includes the impact of 9 new stores that have opened since the end of the same period in the prior fiscal year, bringing our total retail store count to 46 as of October 31, 2015 compared to 37 as of November 1, 2014.

Gross profit decreased 24.4% to $91.5 million for the nine months ended October 31, 2015 versus $121.1 million in the prior year. As a percentage of sales, gross margin was 41.5%, compared with 49.3% in the prior year. Gross profit and gross margin were negatively impacted by the full year $(14.8) million inventory reserve charge in the current year. Of this charge, $(12.5) million is attributable to inventory that no longer supports the Company's prospective brand positioning strategy, with the balance relating to normal, recurring provisions based on existing accounting policy for aged inventory. The total gross margin rate decrease was primarily driven by the following factors:

- Higher year-over-year inventory reserve charge impacted gross margins negatively by (595) basis points;
- The impact from higher assistance to wholesale partners had a combined negative impact of (440) basis points; and
- Increased sales penetration of the direct-to-consumer segment contributed 195 basis points of improvement.

Selling, general and administrative expenses for the nine months ended October 31, 2015 were $80.6 million, increasing $9.5 million, or 13.4%, versus $71.1 million for the nine months ended November 1, 2014. Selling, general and administrative expenses as a percent of sales was 36.6% and 29.0% for the nine months ended October 31, 2015 and November 1, 2014, respectively. Selling, general and administrative expenses in the current year include a $3.0 million charge for net management transition costs which consists of $3.7 million of severance expense and $0.6 million of executive search costs which were partly offset by $1.3 million of stock option forfeitures. Selling, general and administrative expenses in the prior year include $0.6 million of costs incurred by the Company related to the secondary offering by certain stockholders of the Company completed in July 2014. As we continue to invest in our growth and from our recent decline in sales, our selling, general and administrative expenses as a percent of sales have deleveraged. The increase in selling, general and administrative expenses compared to the prior fiscal year period is primarily due to:

- Increase in compensation expense of $3.6 million, primarily driven by the severance expense and stock option forfeitures discussed above, as well as employee benefits and related increases due to hiring and retaining additional employees to support our growth plans;
- Increase in rent and occupancy costs of $3.6 million due primarily to new retail store openings and our new headquarter office and showroom spaces;
- Increase in depreciation expense of $2.7 million due to new retail stores, shop-in-shop investments and our new headquarter office spaces.
- Increase in professional search fees primarily due to $0.6 million associated with executive search costs as a result of recent management departures;
- Increase in marketing, advertising and promotional expenses of $0.5 million to support our brand awareness growth efforts; and
- The above increases were partially offset by $(2.2) million of lower costs charged under our Shared Services Agreement as we have transitioned certain back office support functions in-house that were previously performed by Kellwood under the Shared Services Agreement.

Operating income by segment for the nine months ended October 3 1 , 2015 and the nine months ended November 1 , 2014 is summarized in the followi ng table :

	Operating Income by Segment	
	Nine Months Ended	
	October 31, 2015	November 1, 2014
(in thousands)		
Wholesale	$ 44,249	$ 74,204
Direct-to-consumer	1,970	9,855
Subtotal	46,219	84,059
Unallocated expenses	(35,317)	(34,078)
Total operating income	$ 10,902	$ 49,981

Operating income from our wholesale segment decreased $30.0 million to $44.2 million in the nine months ended October 31, 2015 from $74.2 million in the nine months ended November 1, 2014. This decrease was driven by the lower gross margin performance due to wholesale inventory reserves of $(8.8) million and sales volume decrease noted above.

Operating income from our direct-to-consumer segment decreased by $7.9 million to $2.0 million in the nine months ended October 31, 2015 from $9.9 million in the nine months ended November 1, 2014. The decrease resulted primarily from the impact of inventory reserves of $(6.0) million combined with lower gross margins driven by higher promotional activity and higher selling, general and administrative expenses associated with the 9 new stores that have opened since the prior year third quarter.

Interest expense decreased $3.2 million, or 42.3%, to $4.4 million in the nine months ended October 31, 2015 from $7.6 million in the nine months ended November 1, 2014. The reduction in interest expense is primarily due to the lower overall debt balances since November 1, 2014, as a result of voluntary prepayments on our Term Loan Facility and borrowings against the Revolving Credit Facility with more favorable interest rates.

Other expense, net, was $1.4 million and $0.6 million in the nine months ended October 31, 2015 and November 1, 2014, respectively. The increase resulted primarily from an increase in the obligation under the Tax Receivable Agreement with the Pre-IPO Stockholders (see Item 1. Notes to Unaudited Condensed Consolidated Financial Statements - Note 12. Related Party Transactions).

Provision for income taxes for the nine months ended October 31, 2015 was $1.8 million, as compared to $16.7 million for the nine months ended November 1, 2014. Our effective tax rate on pretax income for the nine months ended October 31, 2015 and the nine months ended November 1, 2014 was 35.5% and 39.8%, respectively. The effective tax rate for the nine months ended October 31, 2015 differed from the U.S. statutory rate of 35% primarily due to state taxes and non-deductible expenses, mostly offset by the favorable impact of recent changes to the New York City tax laws that impacted the net operating loss deferred tax assets and the return to provision adjustment. Our effective tax rate for the nine months ended November 1, 2014 differed from the U.S. statutory rate of 35% primarily due to state taxes offset in part by changes in our valuation allowance.

Liquidity and Capital Resources

Our sources of liquidity are our cash and cash equivalents, cash flows from operations and borrowings available under the Revolving Credit Facility and our ability to access the capital market. Our primary cash needs are capital expenditures for new stores and related leasehold improvements, for investment in our new ERP platform and related infrastructure, meeting our debt service requirements, paying amounts due per the Tax Receivable Agreement, and funding working capital requirements. The most significant components of our working capital are cash and cash equivalents, accounts receivable, inventories, accounts payable and other current liabilities.

The Company had expected to make a required payment under the Tax Receivable Agreement in the fourth quarter of 2015. As a result of lower than expected cash from operations due to weaker than projected performance, and the level of projected availability under the Company's Revolving Credit Facility, we concluded that we would not be able to fund the payment when due. Accordingly, on September 1, 2015, we entered into an amendment to the Tax Receivable Agreement with Sun Cardinal, LLC, an affiliate of Sun Capital Partners, Inc., for itself and as a representative of the other stockholders parties thereto. Pursuant to this amendment, Sun Cardinal, LLC agreed to postpone payment of the tax benefit with respect to the 2014 taxable year, currently estimated at $21.8 million plus accrued interest, to September 15, 2016. The amendment to the Tax Receivable Agreement also waived the application of a default interest rate at LIBOR plus 500 basis points per annum on the postponed payment. The interest rate on the postponed payment will remain at LIBOR plus 200 basis points per annum. As of October 31, 2015 our total obligation under the Tax Receivable

Agreement is estimated to be $169.8 million, of which $21.8 million is included as a comp onent of other accrued expenses and $148.0 million is included as a component of other liabilities on our condensed consolidated balance sheet. There is a remaining term of eight years under the Tax Receivable Agreement. The net operating loss tax benefits subject to the Tax Receivable Agreement expire beyond the term of the Tax Receivable Agreement allowing us the opportunity to realize the full value of these benefits.

Additionally, on December 9, 2015 the Company received a Rights Offering Commitment Letter from Sun Capital Partners V, L.P. ("Sun Fund V") that commits Sun Fund V to provide the Company with an amount equal to $65.0 million of cash proceeds (the "Contribution Obligation") in the event the Company conducts a rights offering for its common stock to its stockholders (a "Rights Offering"). Such Contribution Obligation will be reduced by any proceeds received from the Rights Offering. The Company would be required to use a portion of the proceeds from the Rights Offering or the Contribution Obligation to satisfy its current obligation under the Tax Receivable Agreement (see above). Refer to Item 1. Notes to Unaudited Condensed Consolidated Financial Statements - Note 12. Related Party Transactions for additional details.

Based upon our actions to date, management believes that cash generated from operations and the proceeds committed to us under the Rights Offering Commitment Letter from Sun Fund V, will be sufficient to comply with any covenants under our Term Loan Facility and our Revolving Credit Facility, fund our debt service requirements, fund our obligations under our Tax Receivable Agreement as amended, and fund planned capital expenditures and working capital needs for at least the next twelve months. However, there can be no assurance that we will be able to achieve our strategic initiatives in the future and failure to do so would have a significant adverse effect on our operations. See "Item 1A. Risk Factors --- Our ability to continue to have the liquidity necessary to service our debt, meet contractual payment obligations, including under the Tax Receivable Agreement and fund our operations depends on many factors, including our ability to generate sufficient cash flow from operations, maintain adequate availability under the Revolving Credit Facility or obtain other financing."

On November 27, 2013, in connection with the consummation of the IPO and the related Restructuring Transactions, all previously outstanding debt obligations either remained with Kellwood Company, LLC (i.e. the non-Vince businesses) or were discharged, repurchased or refinanced. In connection with the consummation of these transactions, we entered into the Term Loan Facility and Revolving Credit Facility, which are discussed further below.

Operating Activities

	Nine Months Ended	
	October 31, 2015	November 1, 2014
(in thousands)		
Operating activities		
Net income	$ 3,321	$ 25,196
Add (deduct) items not affecting operating cash flows:		
Depreciation	5,792	3,111
Amortization of intangible assets	448	449
Amortization of deferred financing costs	959	912
Amortization of deferred rent	1,536	2,182
Deferred income taxes	2,871	15,695
Share-based compensation expense	706	1,250
Loss on disposal of property, plant and equipment	309	—
Changes in assets and liabilities:		
Receivables, net	14,929	2,106
Inventories, net	(6,476)	(18,769)
Prepaid expenses and other current assets	848	4,825
Accounts payable and accrued expenses	(1,904)	3,521
Other assets and liabilities	795	958
Net cash provided by operating activities	$ 24,134	$ 41,436

Net cash provided by operating activities during the nine months ended October 31, 2015 was $24.1 million, which consisted of net income of $3.3 million, impacted by non-cash items of $12.6 million and cash provided by working capital of $8.2 million. Net cash provided by working capital primarily resulted from a $14.9 million decrease in accounts receivable due primarily to the timing of current year collections from prior year receivables and lower wholesale sales performance. Gross inventory increased $16.1 million due to new store additions, increased handbag inventory, and higher in-transit inventory which were offset in part by an

increase in our reserves of $ 9 . 6 million associated with excess and aged product inventory. Additionally, acc ounts payable and accrued expenses decreased $ 1 . 9 million, primarily due to the timing of payments .

Net cash provided by operating activities during the nine months ended November 1, 2014 was $41.4 million, which consisted of net income of $25.2 million, impacted by non-cash items of $23.6 million and cash used for working capital of $7.4 million. Net cash used in working capital primarily resulted from an $18.8 million increase in inventory due primarily to increased inventory purchases. This was offset in part by net increases in accounts payable and accrued expenses of $3.5 million due to timing of payments to vendors, a decrease in prepaid expenses and other current assets of $4.8 million and a $2.1 million decrease in receivables due in part to higher trade deduction reserves partially offset by the impact from timing of collections.

Investing Activities

	Nine Months Ended	
	October 31, 2015	November 1, 2014
(in thousands)		
Investing activities		
Payments for capital expenditures	$ (14,107)	$ (15,306)
Net cash used in investing activities	$ (14,107)	$ (15,306)

Net cash used in investing activities represents capital expenditures, primarily related to retail store build-outs, including leasehold improvements, costs related to the build out of our new corporate office space, store fixtures as well as expenditures for our shop-in-shop spaces operated by certain distribution partners and the investment in new ERP systems and related infrastructure. Net cash used in investing activities decreased $1.2 million from $15.3 million used during the nine months ended November 1, 2014 to $14.1 million used during the nine months ended October 31, 2015. The decrease is primarily attributable to higher investment in the prior year associated with the build-out of corporate office space and showroom facilities in New York and corporate office space and expanded design studio in Los Angeles.

Financing Activities

	Nine Months Ended	
	October 31, 2015	November 1, 2014
(in thousands)		
Financing activities		
Proceeds from borrowings under the Revolving Credit Facility	$ 108,423	$ 41,700
Payments for Revolving Credit Facility	(98,514)	(21,200)
Payments for Term Loan Facility	(20,000)	(68,000)
Fees paid for Term Loan Facility and Revolving Credit Facility	(99)	(114)
Stock option exercise	175	34
Net cash used in financing activities	$ (10,015)	$ (47,580)

Net cash used in financing activities was $10.0 million during the nine months ended October 31, 2015, primarily consisting of voluntary prepayments totaling $20.0 million on the Term Loan Facility partially offset by net proceeds from borrowings on our Revolving Credit Facility of $9.9 million.

Net cash used in financing activities was $47.6 million during the nine months ended November 1, 2014, primarily consisting of voluntary prepayments totaling $68.0 million on the Term Loan Facility, partially offset by $20.5 million of net borrowings under our Revolving Credit Facility.

Revolving Credit Facility

On November 27, 2013, Vince, LLC entered into a $50.0 million senior secured revolving credit facility (as amended from time to time, the “Revolving Credit Facility”) with Bank of America, N.A. (“BofA”) as administrative agent. Vince, LLC is the borrower and VHC and Vince Intermediate Holding, LLC, a direct subsidiary of VHC and the direct parent company of Vince, LLC (“Vince Intermediate”), are the guarantors under the Revolving Credit Facility. On June 3, 2015, Vince LLC entered into a first amendment to

the Revolving Credit Facility, that among other things, incre ased the aggregate commitments under the facility from $50 .0 million to $80 .0 million , subject to a loan cap of $70 .0 million until debt obligations under the Company's term loan facility have been paid in full, and extended the maturity date from November 27, 2018 to June 3, 2020. The Revolving Credit Facility also provides for a letter of credit sublimit of $25 .0 million (plus any increase in aggregate commitments) and an accordion option that allows for an increase in aggregate commitments up to $20 .0 million . Interest is payable on the loans under the Revolving Credit Facility at either the LIBOR or the Base Rate, in each cas e, with applicable margins subject to a pricing grid based on an excess availability calculation. The "Base Rate" means, for any day, a fluctuating rate per annum equal to the highest of (i) the rate of interest in effect for such day as publicly announced from time to time by BofA as its prime rate; (ii) the Federal Funds Rate for such day, plus 0.50%; and (iii) the LIBOR Rate for a one month interest period as determined on such day, plus 1.0%. During the continuance of an event of default and at the elec tion of the required lender, interest will accrue at a rate of 2% in excess of the applicable non-default rate.

The Revolving Credit Facility contains a maintenance requirement that, at any point when "Excess Availability" is less than the greater of (i) 15% percent of the adjusted loan cap or (ii) $10.0 million, and continuing until Excess Availability exceeds the greater of such amounts for 30 consecutive days, during which time, Vince, LLC must maintain a consolidated EBITDA (as defined in the Revolving Credit Facility) equal to or greater than $20.0 million. We have not been subject to this maintenance requirement as Excess Availability was greater than the required minimum.

The Revolving Credit Facility contains representations and warranties, other covenants and events of default that are customary for this type of financing, including limitations on the incurrence of additional indebtedness, liens, negative pledges, guarantees, investments, loans, asset sales, mergers, acquisitions, prepayment of other debt, the repurchase of capital stock, transactions with affiliates, and the ability to change the nature of its business or its fiscal year. The Revolving Credit Facility generally permits dividends in the absence of any event of default (including any event of default arising from the contemplated dividend), so long as (i) after giving pro forma effect to the contemplated dividend, for the following six months Excess Availability will be at least the greater of 20% of the aggregate lending commitments and $10.0 million and (ii) after giving pro forma effect to the contemplated dividend, the "Consolidated Fixed Charge Coverage Ratio" for the 12 months preceding such dividend shall be greater than or equal to 1.1 to 1.0 (provided that the Consolidated Fixed Charge Coverage Ratio may be less than 1.1 to 1.0 if, after giving pro forma effect to the contemplated dividend, Excess Availability for the six fiscal months following the dividend is at least the greater of 35% of the aggregate lending commitments and $15.0 million). We are in compliance with applicable financial covenants.

As of October 31, 2015, the availability under the Revolving Credit Facility was $29.6 million net of the amended loan cap and there were $32.9 million of borrowings outstanding and $7.5 million of letters of credit outstanding under the Revolving Credit Facility. The weighted average interest rate for borrowings outstanding under the Revolving Credit Facility as of October 31, 2015 was approximately 2.3%. As of November 1, 2014, the availability on the Revolving Credit Facility was $21.9 million and there was $20.5 million of borrowings outstanding and $7.6 million of letters of credit outstanding under the Revolving Credit Facility.

Term Loan Facility

On November 27, 2013, in connection with the closing of the IPO and related Restructuring Transactions, Vince, LLC and Vince Intermediate entered into a $175.0 million senior secured term loan facility (the "Term Loan Facility") with the lenders party thereto, BofA, as administrative agent, JP Morgan Chase Bank and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as joint lead arrangers, and Cantor Fitzgerald as documentation agent. The Term Loan Facility will mature on November 27, 2019. On November 27, 2013, net proceeds from the Term Loan Facility were used, at closing, together with proceeds from the initial public offering, to repay the Kellwood Note Receivable issued by Vince Intermediate to Kellwood Company, LLC immediately prior to the consummation of the initial public offering as part of the related restructuring transactions.

The Term Loan Facility also provides for an incremental facility of up to the greater of $50.0 million and an amount that would result in the consolidated net total secured leverage ratio not exceeding 3.00 to 1.00, in addition to certain other rights to refinance or repurchase portions of the term loan. The Term Loan Facility is subject to quarterly amortization of principal equal to 0.25% of the original aggregate principal amount of the Term Loan Facility (adjusted to reflect any prepayments), with the balance payable at final maturity. Interest is payable on loans under the Term Loan Facility at a rate of either (i) the Eurodollar rate (subject to a 1.00% floor) plus an applicable margin of 4.75% to 5.00% based on a leverage ratio or (ii) the base rate applicable margin of 3.75% to 4.00% based on a leverage ratio. During the continuance of a payment or bankruptcy event of default, interest will accrue (i) on the overdue principal amount of any loan at a rate of 2% in excess of the rate otherwise applicable to such loan and (ii) on any overdue interest or any other outstanding overdue amount at a rate of 2% in excess of the non-default interest rate then applicable to base rate loans.

The Term Loan Facility contains a requirement that Vince, LLC and Vince Intermediate maintain a "Consolidated Net Total Leverage Ratio" as of the last day of any period of four fiscal quarters not to exceed 3.75 to 1.00 for the fiscal quarters ending February 1, 2014 through November 1, 2014, 3.50 to 1.00 for the fiscal quarters ending January 31, 2015, through October 31, 2015, and 3.25 to 1.00 for the fiscal quarter ending January 30, 2016 and each fiscal quarter thereafter. In addition, the Term Loan Facility

con tains customary representations and warranties, other covenants, and events of default, including but not limited to, limitations on the incurrence of additional indebtedness, liens, negative pledges, guarantees, investments, loans, asset sales, mergers, a cquisitions, prepayment of other debt, the repurchase of capital stock, transactions with affiliates, and the ability to change the nature of its business or its fiscal year, and distributions and dividends. The Term Loan Facility generally permits dividen ds to the extent that no default or event of default is continuing or would result from the contemplated dividend and the pro forma Consolidated Net Total Leverage Ratio after giving effect to such contemplated dividend is at least 0.25 lower than the maxi mum Consolidated Net Total Leverage Ratio for such quarter. All obligations under the Term Loan Facility are guaranteed by Vince Holding Corp. and any future material domestic restricted subsidiaries of Vince, LLC and secured by a lien on substantially all of the assets of Vince Holding Corp., Vince, LLC and Vince Intermediate and any future material domestic restricted subsidiaries. We are in compliance with applicable financial covenants.

Through October 31, 2015, on an inception to date basis, we have made voluntary prepayments totaling $130.0 million in the aggregate on the original $175.0 million Term Loan Facility entered into on November 27, 2013. Of the $130.0 million of aggregate voluntary prepayments made to date, $20.0 million was paid during the nine months ended October 31, 2015. As of October 31, 2015, the Company had $45.0 million of debt outstanding under the Term Loan Facility.

Off-Balance Sheet Arrangements

We did not have any relationships with unconsolidated organizations or financial partnerships, such as structured finance or special purpose entities, that would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes during the periods presented herein.

Inflation

While inflation may impact our sales, cost of goods sold and expenses, we believe the effects of inflation on our results of operations and financial condition are not significant. Although it is difficult to accurately measure the impact of inflation, management believes it has not been significant and cannot provide any assurances that our results of operations and financial condition will not be materially impacted by inflation in the future.

Seasonality

The apparel and fashion industry in which we operate is cyclical and, consequently, our revenues are affected by general economic conditions and the seasonal trends characteristic to the apparel and fashion industry. Purchases of apparel are sensitive to a number of factors that influence the level of consumer spending, including economic conditions and the level of disposable consumer income, consumer debt, interest rates and consumer confidence as well as the impact from adverse weather conditions. In addition, fluctuations in sales in any fiscal quarter are affected by the timing of seasonal wholesale shipments and other events affecting direct-to-consumer sales; as such, the financial results for any particular quarter may not be indicative of results for the fiscal year.

Critical Accounting Policies and Estimates

Our discussion of financial condition and results of operations relies on our condensed consolidated financial statements, as set forth in Item 1 of this report on Form 10-Q, which are prepared based on certain critical accounting policies that require management to make judgments and estimates that are subject to varying degrees of uncertainty. While we believe that these accounting policies are based on reasonable measurement criteria, actual future events can and often do result in outcomes that can be materially different from these estimates.

A summary of our critical accounting policies is included in the Management’s Discussion and Analysis of Financial Condition and Results of Operations section of our 2014 Annual Report on Form 10-K. As of October 31, 2015, there have been no material changes to the critical accounting policies contained therein.

ITEM 3. QUANTITATIVE AND QUALITAT IVE DISCLOSURE ABOUT MARKET RISK

Our principal market risk relates to interest rate sensitivity, which is the risk that changes in interest rates will reduce our net income or net assets. Our variable rate debt consists of borrowings under the Term Loan Facility and Revolving Credit Facility. Our current interest rate on the Term Loan Facility is based on the Eurodollar rate (subject to a 1.00% floor) plus 4.75%. Our interest rate on the Revolving Credit Facility is based on the Eurodollar rate or the Base Rate (as defined in the Revolving Credit Facility) with applicable margins subject to a pricing grid based on excess availability. As of October 31, 2015, a one percentage point increase in the interest rate on our variable rate debt would result in additional interest expense of approximately $0.8 million for the $77.9 million of debt principal borrowings outstanding under the Term Loan Facility and Revolving Credit Facility as of such date, calculated on an annual basis.

On September 1, 2015, we entered into an amendment to the Tax Receivable Agreement with Sun Cardinal, LLC, an affiliate of Sun Capital Partners, Inc., for itself and as a representative of the other stockholders parties thereto. Pursuant to this amendment, Sun Cardinal agreed to postpone payment of the tax benefit with respect to the 2014 taxable year currently estimated at approximately $21.8 million plus accrued interest, to September 15, 2016. The amendment to the Tax Receivable Agreement also waived the application of a default interest rate at LIBOR plus 500 basis points per annum on the postponed payment. The interest rate on the postponed payment will remain at LIBOR plus 200 basis points per annum. As of October 31, 2015, a one percentage point increase in the interest rate would result in additional interest expense of approximately $0.2 million for the $21.8 million payment owed under the Tax Receivable Agreement as of such date, calculated on an annual basis.

We do not believe that foreign currency risk, commodity price or inflation risks are expected to be material to our business or our consolidated financial position, results of operations or cash flows. Substantially all of our foreign sales and purchases are made in U.S. dollars.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Attached as exhibits to this report on Form 10-Q are certifications of our Chief Executive Officer and Chief Financial Officer. Rule 13a-14 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), requires that we include these certifications with this report. This Controls and Procedures section includes information concerning the disclosure controls and procedures referred to in the certifications. You should read this section in conjunction with the certifications.

Under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, management has evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) of the Exchange Act) as of October 31, 2015.

We evaluate the effectiveness of our disclosure controls and procedures on at least a quarterly basis. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective to ensure information is recorded, processed, summarized and reported within the periods specified in the Securities and Exchange Commission’s rules and forms and to provide reasonable assurance that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer as appropriate, to allow timely decisions regarding required disclosure.

Limitations on the Effectiveness of Disclosure Controls and Procedures

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Accordingly, our disclosure controls and procedures are designed to provide reasonable, not absolute, assurance that the objectives of our disclosure system are met. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the fiscal quarter ended October 31, 2015 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are a party to legal proceedings, compliance matters and environmental claims that arise in the ordinary course of our business. Except as disclosed on our 2014 Annual Report on Form 10-K, we are not currently a party to any legal proceedings, compliance investigation or environmental claims that we believe would, individually or in the aggregate, have a material adverse effect on our financial position, results of operations, or cash flows although these proceedings and claims are subject to inherent uncertainties.

ITEM 1A. RISK FACTORS

The risk factors disclosed in our 2014 Annual Report on Form 10-K, in addition to the other information set forth in this report on Form 10-Q, could materially affect our business, financial condition or results.

There have not been any material changes from the risk factors disclosed in our 2014 Annual Report on Form 10-K, other than the following:

Our ability to continue to have the liquidity necessary to service our debt, meet contractual payment obligations, including under the Tax Receivable Agreement, and fund our operations depends on many factors, including our ability to generate sufficient cash flow from operations, maintain adequate availability under the Revolving Credit Facility or obtain other financing.

Our ability to timely service our indebtedness, meet contractual payment obligations and to fund our operations will depend on our ability to generate sufficient cash, either through cash flows from operations, borrowing availability under the Revolving Credit Facility or other financing. Our recent financial results have been, and our future financial results are expected to be, subject to substantial fluctuations impacted by business conditions and macroeconomic factors.

The Company had expected to make a required payment under the Tax Receivable Agreement in the fourth quarter of 2015. As a result of lower than expected cash from operations due to weaker than projected performance, and the level of projected availability under the Company's Revolving Credit Facility, we concluded that we would not be able to fund the payment when due. Accordingly, on September 1, 2015, we entered into an amendment to the Tax Receivable Agreement with Sun Cardinal, LLC, an affiliate of Sun Capital Partners, Inc., for itself and as a representative of the other stockholders parties thereto. Pursuant to this amendment, Sun Cardinal, LLC agreed to postpone payment of the tax benefit with respect to the 2014 taxable year, currently estimated at $21.8 million plus accrued interest, to September 15, 2016. The amendment to the Tax Receivable Agreement also waived the application of a default interest rate at LIBOR plus 500 basis points per annum on the postponed payment. The interest rate on the postponed payment will remain at LIBOR plus 200 basis points per annum.

Additionally, on December 9, 2015 the Company received a Rights Offering Commitment Letter from Sun Fund V that commits Sun Fund V to provide the Company with an amount equal to $65.0 million of cash proceeds in the event that the Company conducts a Rights Offering. Such Contribution Obligation will be reduced by any proceeds received from the Rights Offering. The Company would be required to use the proceeds from the Rights Offering to satisfy its current obligation under the Tax Receivable Agreement as amended estimated at $21.8 million plus accrued interest and payable on September 15, 2016.

While we believe based upon our actions to date that we will have sufficient liquidity for the next twelve months, there can be no assurances that we will be able to timely commence the Rights Offering, generate sufficient cash flow from operations to meet our liquidity needs, that we will have the necessary availability under the Revolving Credit Facility, or be able to obtain other financing when liquidity needs arise. In the event that we are unable to timely service our debt service, meet other contractual payment obligations or fund our other liquidity needs, we may need to refinance all or a portion of our indebtedness before maturity, seek waivers of or amendments to our contractual obligations for payment, reduce or delay scheduled expansions and capital expenditures or sell material assets or operations. Payment defaults under our debt agreements or other contracts could result in a default under the Term Loan Facility or the Revolving Credit Facility, which could result in all amounts outstanding under those credit facilities becoming immediately due and payable. Additionally, the lenders under those credit facilities would not be obligated to lend us additional funds.

Because of the recent turnover in our senior management team , including the Chief Executive Officer ("CEO"), Chief Financial Officer ("CFO"), Chief Creative Officer ("CCO") , and certain other members of our senior executive team, our current senior management team includes several recent hires (including a new permanent CEO) and has limited experience working together as a group, and may not be able to manage our business effectively.

We have experienced significant turnover in our senior executive team in recent months, including the departure of our CEO, CFO, CCO and certain other members of our senior executive team. In October 2015, we hired Brendan L. Hoffman as our new permanent CEO. Mark E. Brody, who served as our interim CEO since September 2015, resigned but remained with the Company in a non-executive capacity through a transition period that ended on November 20, 2015. Our interim CFO and Treasurer, David Stefko, has been in his position since September 1, 2015. Both Mr. Brody and Mr. Stefko were employees of Sun Capital Partners, Inc. prior to their appointment to the positions at the Company, remain covered by Sun Capital Partners, Inc.'s health and welfare benefit plans and continue to be eligible to receive a bonus under the Sun Capital Partners, Inc. annual bonus plan related to their work at Sun Capital Partners, Inc. Mr. Stefko is currently on a leave of absence from Sun Capital Partners, Inc. and Mr. Brody has returned to his former position. Affiliates of Sun Capital Partners, Inc. hold approximately 56% of our outstanding shares of common stock. In addition, Messrs. Brody and Stefko are partners in one or more partnerships that are affiliated with Sun Capital Partners, Inc. investment partnerships that beneficially own shares of common stock of the Company.

Because of the recent management restructuring, the members of our senior management team have been with us for less than one year. As a result, our current senior management team has limited experience working at the Company and working together as a group. This lack of experience working at the Company and as a group could negatively impact our senior management team's ability to quickly and efficiently respond to problems and effectively manage our business. If our management team is not able to work effectively either individually or as together as a group, our results of operations may suffer and our business may be harmed. Additionally, although our new permanent CEO has over 20 years of industry experience, our interim CFO has less industry experience than our former CFO. While we are currently engaged in searches for a permanent CFO, there can be no assurances that we will be able to attract and retain qualified candidates for this position, or how long such searches will take to complete, or that any new CFO will be successful or positively impact the Company's results.

If we lose additional key personnel, are unable to attract a permanent CFO or other key personnel, or assimilate and retain our permanent CEO and other key personnel we may not be able to successfully operate or grow our business.

Our continued success is dependent on our ability to attract, assimilate, retain and motivate qualified management, designers, administrative talent and sales associates to support existing operations and future growth. Competition for qualified talent in the apparel and fashion industry is intense, and we compete for these individuals with other companies that in many cases have greater financial and other resources. The loss of the services of any members of senior management or the inability to attract and retain qualified executives, including our new CEO and a permanent CFO, could have a material adverse effect on our business, results of operations and financial condition. In addition, we will need to continue to attract, assimilate, retain and motivate highly talented employees with a range of other skills and experience, especially at the store management levels. Although we have hired and trained new store managers and experienced sales associates at several of our retail locations, competition for employees in our industry is intense and we may from time to time experience difficulty in retaining our associates or attracting the additional talent necessary to support the growth of our business. These problems could be exacerbated as we embark on our strategy of opening new retail stores over the next several years. We will also need to attract, assimilate and retain other professionals across a range of disciplines, including design, production, sourcing and international business, as we develop new product categories and continue to expand our international presence. Furthermore, we will need to continue to recruit employees to provide, or enter into consulting or outsourcing arrangements with respect to the provision of, services provided by Kellwood under the Shared Services Agreement when Kellwood no longer provides such services thereunder. If we are unable to attract, assimilate and retain our new CEO, a permanent CFO or other employees with the necessary skills and experience, or if Sun Capital Partners is no longer able to assign qualified individuals to vacant executive positions on an interim basis, we may not be able to grow or successfully operate our business, which would have an adverse impact on our results. There can be no assurances that any new permanent CFO will be successful or positively impact the Company's results.

Our goodwill and indefinite lived intangible assets could become impaired, which may require us to take significant non-cash charges against earnings.

In accordance with Financial Accounting Standards Board ASC Topic 350 Intangibles-Goodwill and Other ("ASC 350"), goodwill and other indefinite-lived intangible assets are tested for impairment at least annually during the fourth fiscal quarter and in an interim period if a triggering event occurs. Determining the fair value of goodwill and other intangible assets is judgmental in nature and requires the use of significant estimates and assumptions, including revenue growth rates and operating margins, discount

rates and future market conditions, among others. It is possible that estimates of f uture operating results could change adversely and impact the evaluation of the recoverability of the carrying value of goodwill and intangible assets and that the effect of such changes could be material. In light of the decline in our sales over recent p eriods, the Company may determine that it should perform a quantitative assessment of the valuation of its goodwill and indefinite lived intangible assets in the fourth quarter . T here can be no assurances that we will not be required to record a charge in our financial statements negatively impacting our results of operations during the period in which any impairment of our goodwill or intangible assets is determined.

Our operations are restricted by our credit facilities.

We entered into a Revolving Credit Facility and a Term Loan Facility in connection with the IPO and Restructuring Transactions closed on November 27, 2013. Our facilities contain significant restrictive covenants. These covenants may impair our financing and operational flexibility and make it difficult for us to react to market conditions and satisfy our ongoing capital needs and unanticipated cash requirements. Specifically, such covenants will likely restrict our ability and, if applicable, the ability of our subsidiaries to, among other things:

- incur additional debt;
- make certain investments and acquisitions;
- enter into certain types of transactions with affiliates;
- use assets as security in other transactions;
- pay dividends;
- sell certain assets or merge with or into other companies;
- guarantee the debt of others;
- enter into new lines of businesses;
- make capital expenditures;
- prepay, redeem or exchange our debt; and
- form any joint ventures or subsidiary inv estments.

Our ability to comply with the covenants and other terms of our debt obligations will depend on our future operating performance. If we fail to comply with such covenants and terms, we would be required to obtain waivers from our lenders to maintain compliance with our debt obligations. If we are unable to obtain any necessary waivers and the debt is accelerated, a material adverse effect on our financial condition and future operating performance would likely result. The terms of our debt obligations and the amount of borrowing availability under our facilities may restrict or delay our ability to fulfill our obligations under the Tax Receivable Agreement. In accordance with the terms of the Tax Receivable Agreement, delayed or unpaid amounts thereunder would accrue interest at a default rate of one-year LIBOR plus 500 basis points until paid. Our obligations under the Tax Receivable Agreement could result in a failure to comply with covenants or financial ratios required by our debt financing agreements and could result in an event of default under such a debt financing. See “Tax Receivable Agreement” under Note 12 to the Condensed Consolidated Financial Statements in this quarterly report on Form 10-Q for further information.

The Company had expected to make a required payment under the Tax Receivable Agreement in the fourth quarter of 2015. As a result of lower than expected cash from operations due to weaker than projected performance, and the level of projected availability under the Company’s Revolving Credit Facility, we concluded that we would not be able to fund the payment when due. Accordingly, on September 1, 2015, we entered into an amendment to the Tax Receivable Agreement with Sun Cardinal, LLC, an affiliate of Sun Capital Partners, Inc., for itself and as a representative of the other stockholders parties thereto. Pursuant to this amendment, Sun Cardinal agreed to postpone payment of the tax benefit with respect to the 2014 taxable year, currently estimated at approximately $21.8 million plus accrued interest, to September 15, 2016. The amendment to the Tax Receivable Agreement also waived the application of a default interest rate at LIBOR plus 500 basis points per annum on the postponed payment. The interest rate on the postponed payment will remain at LIBOR plus 200 basis points per annum.

We are in the process of migrating our U.S. distribution system from Kellwood to a new third party provider. Problems with our distribution system, including any disruption caused by the migra tion, could materially harm our ability to meet customer expectations, manage inventory, complete sale transactions and achieve targeted operating efficiencies.

In the U.S., we historically relied on a distribution facility operated by Kellwood in City of Industry, California as part of the Shared Services Agreement. In November 2015, we entered into a service agreement with a new third-party distribution provider and commenced the migration of the distribution facility from Kellwood. Our ability to meet the needs of our wholesale partners and our own retail stores depends on the proper operation of this distribution facility. The migration of these services from Kellwood requires us to implement new system integrations and requires Kellwood to assist with the migration. Although we have implemented a migration schedule and Kellwood has agreed to assist us through the process, there can be no assurance that the transition from Kellwood to the third party, including the completion of such transition within our expected timeline, will be successful, and problems encountered in such transition could have a material adverse effect on our business, financial condition, liquidity and results of operations.

Because substantially all of our products are distributed from one location, our operations could also be interrupted by labor difficulties, or by floods, fires, earthquakes or other natural disasters near such facility. For example, a majority of our ocean shipments go through the ports in Los Angeles, which were recently subject to significant processing delays due to labor issues involving the port workers. We maintain business interruption insurance. These policies, however, may not adequately protect us from the adverse effects that could result from significant disruptions to our distribution system. We also have a warehouse in Belgium operated by a third-party logistics provider to support our wholesale orders for customers located primarily in Europe. If we encounter problems with any of our distribution system, our ability to meet customer expectations, manage inventory, complete sales and achieve targeted operating efficiencies could be harmed. Any of the foregoing factors could have a material adverse effect on our business, financial condition and operating results.

Changes in laws, including employment laws and laws related to our merchandise, as well as foreign laws, could make conducting our business more expensive or otherwise change the way we do business.

We are subject to numerous regulations, including labor and employment, customs, truth-in-advertising, consumer protection, and zoning and occupancy laws and ordinances that regulate retailers generally or govern the importation, promotion and sale of merchandise and the operation of stores and warehouse facilities. If these regulations were to change or were violated by our management, employees, vendors, independent manufacturers or partners, the costs of certain goods could increase, or we could experience delays in shipments of our products, be subject to fines or penalties, or suffer reputational harm, which could reduce demand for our merchandise and hurt our business and results of operations.

In August 2015, we established a branch of Vince, LLC in France and became subject to French laws including tax and corporate laws. We are in the early stages of complying with the applicable laws relating to our French branch. If we fail to comply with some or all of these laws, we may be subject to fines or penalties that could negatively impact our business and results of operations.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

On December 9, 2015 we received a Rights Offering Commitment Letter from Sun Fund V that provides the Company with an amount equal to $65.0 million of cash proceeds in the event that the Company conducts a Rights Offering (the “Contribution Obligation”). Such Contribution Obligation will be reduced by any proceeds received from the Rights Offering. The Company is required, simultaneously with the funding of the Contribution Obligation by Sun Fund V, or one or more of its affiliates, to issue to Sun Fund V or one or more of its affiliates the applicable number of shares of the Company’s common stock at the lesser of (i) a price

per share equal to a 20% discount to the 30 day average trading price of the Company's common stock on The New York Stock Exchange im mediately prior to the date of the Rights Offering Commitment Letter, (ii) a price per share equal to a 20% discount to the 30 day average trading price of the Company's common stock on The New York Stock Exchange immediately prior to the commencement of t he Rights Offering and (iii) the price per share at which participants in the Rights Offering are entitled to purchase shares of new common stock issued by the Company. Sun Fund V will receive customary terms and conditions, to be negotiated between Sun Fu nd V and the Company, for providing the Contribution Obligation. If the Rights Offering has not commenced by March 8, 2016, the Company will pay Sun Fund V an amount equal to $ 0 .95 million in the event the Company completes a Rights Offering . Sun Fund V's obligations terminate upon the earliest to occur of (A) the consummation of the Rights Offering whereby the Company receives proceeds equal to or exceeding $65.0 million, (B) 11:59 p.m. New York City time on April 7, 2016 if the Rights Offering has not com menced by such time , (C) 11:59 p.m. New York City time on April 30, 2016, and (D) the date Sun Fund V, or its affiliates, funds the Contribution Obligation. The Company would be required to use a portion of proceeds from the Rights Offering or the Contribu tion Obligation to satisfy its current obligation under the Tax Receivable Agreement as amended, currently estimated at $21.8 million plus accrued interest, and payable on September 15, 2016. As of December 9, 2015, a ffiliates of Sun Fund V collectively be neficially own ed approximately 56% of the Company's outstanding stock.

ITEM 6. EXHIBITS

10.1	First Amendment to the Tax Receivable Agreement, dated as of September 1, 2015, between Vince Holding Corp., the Stockholders, and the Stockholder Representative
10.2†	Employment Offer Letter, dated as of September 1, 2015, from Vince Holding Corp. to Mark E. Brody relating to his appointment as the Interim Chief Executive Officer of the Company.
10.3†	Employment Offer Letter, dated as of September 1, 2015, from Vince Holding Corp. to David Stefko relating to his appointment as the Interim Chief Financial Officer and Treasurer of the Company.
10.4†	Employment Offer Letter, dated as of October 22, 2015, from Vince, LLC to Brendan Hoffman relating to his appointment as the Chief Executive Officer of the Company.
10.5†	Transition Services and Separation Agreement, dated as of October 6, 2015, between Vince Holding Corp and Jill Granoff
10.6†	Confidential Severance Agreement and General Release, dated as of August 6, 2015, between Vince Holding Corp and Lisa Klinger
10.7†	Severance Agreement and General Release, dated as of September 28, 2015, between Vince, LLC and Karin Gregersen McLennan
31.1	CEO Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	CFO Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	CEO Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	CFO Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.1	Financial Statements in XBRL Format

† Indicates exhibits that constitute management contracts or compensatory plans or arrangements

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Signature	Title	Date
/s/ David Stefko David Stefko	Chief Financial Officer and Treasurer (as duly authorized officer and principal financial officer)	December 10, 2015

Exhibit 10.1

September 1, 2015

Vince Holding Corp.
500 Fifth Avenue
New York, New York 10110
Facsimile: 646-224-5733
Attention: Chief Executive Officer and General Counsel

Re: Tax Receivable Agreement

Gentlemen:

Reference is hereby made to that certain Tax Receivable Agreement, dated as of November 27, 2013 (the " Agreement "), by and among Vince Holding Corp. (formerly known as Apparel Holding Corp.), a Delaware corporation (" Vince "), the Stockholders named therein and the Stockholder Representative named therein (the " Stockholder Representative "). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

Notwithstanding anything in the Agreement to the contrary (including Section 3.01(a) thereof), Vince and the Stockholder Representative hereby agree that payment by the Company of the Tax Benefit Payments in respect of the Taxable Year ended January 31, 2015 to the Stockholders shall be made on or prior to the date which is the later of (i) September 15, 2016 and (ii) the date which is five (5) Business Days after the Tax Benefit Schedule with respect to such Taxable Year becomes final in accordance with Section 2.03(a) or Section 7.09 of the Agreement, as applicable (the date on which such payment is made, the " Extended Payment Date "). Further, notwithstanding anything in the Agreement to the contrary (including Section 5.01 thereof), Vince and the Stockholder Representative agree that interest on the Tax Benefit Payment owed in respect of the Taxable Year ended January 31, 2015 shall be computed at the Agreed Rate (and not at the Default Rate) through the Extended Payment Date, and after such Extended Payment Date, to the extent the Tax Benefit Payment in respect of such Taxable Year has not then been paid to the Stockholders, interest shall accrue on the Tax Benefit Payment at the Default Rate.

Except as specifically amended, waived or modified herein, all of the terms and provisions set forth in the Agreement remain in full force and effect in all respects (including, for avoidance of doubt, the obligations of the Company to timely deliver the Tax Benefit Schedule in respect of the Taxable Year ended January 31, 2015 to the Stockholder Representative in accordance with the provisions of Section 2.02 of the Agreement). Sections 7.01 - 7.08 and 7.15 of the Agreement shall apply to this letter agreement *mutatis mutandis*.

* * * * * * *

If the terms of this letter are agreeable to you, please so indicate by signing in the space indicated below.

Very truly yours,
SUN CARDINAL, LLC
Name: /s/ Michael J. McConvery
By: Michael J. McConcery
Its: Vice President and Assistant Secretary

Accepted and agreed as of the date hereof:

VINCE HOLDING CORP.

By: /s/ Mark E. Brody
Name: Mark E. Brody
Its: Interim Chief Executive Officer

VINCE.

Exhibit 10.2

September 1, 2015

Mark E. Brody
Interim Chief Financial Officer and Treasurer
500 Fifth Avenue
New York, NY 10110

Re: Interim Chief Executive Officer Offer Letter

Dear Mark:

On behalf of Vince Holding Corp. (the " Company "), we are pleased to offer you this letter agreement (this " Agreement "), which sets forth all of the terms and conditions of your employment as Interim Chief Executive Officer of the Company.

1. **Term of Employment.** Your employment with the Company under this Agreement will commence on September 1, 2015. Your employment with the Company will be "at-will," and will be terminable by you or the Company at any time and for any reason (or no reason).

2. **Title and Reporting.** During the term of your employment with the Company under this Agreement, you will serve as the Interim Chief Executive Officer of the Company and you will report directly to the Company's Board of Directors. During your term of employment with the Company, you will also serve as the Chief Executive Officer of Vince Intermediate Holding LLC and Vince LLC, for which you will receive no additional compensation.

3. **Duties and Responsibilities.** You will have the duties and responsibilities that are normally associated with the position described above and such additional executive responsibilities as may be reasonably prescribed by the Board of Directors of the Company from time to time that are not materially inconsistent with your position. During your period of employment, you will devote substantially all of your business time, energy and efforts to your obligations hereunder and to the affairs of the Company; provided that the foregoing shall not prevent you from (i) participating in charitable, civic, educational, professional, community or industry affairs, and (ii) managing your passive personal investments, in each case, so long as such activities, individually or in the aggregate, do not materially interfere with your duties hereunder or create a potential business conflict.

4. **Base Salary.** During your employment with the Company, you will receive a monthly base salary at a rate of $62,804.17 per month (prorated for any partial month), payable in accordance with the Company's regular payroll policies. Your base salary will be subject to review by the Board of Directors of the Company from time to time, provided that your base salary may never be decreased from the base salary then in effect without your prior consent.

5. **Employee Benefits.** You will be entitled to participate in the employee and fringe benefit plans and programs (including, without limitation, medical, dental, vision, retirement and disability and life insurance) of the Company in effect during your employment that are generally available to the senior management of the Company, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and programs.

6. **Business Expenses.** Upon presentation of reasonable substantiation and documentation as the Company may specify from time to time, you will be reimbursed in accordance with the Company's expense reimbursement policy, for all reasonable out-of-pocket business expenses (including reasonable coach-class travel accommodations , hotel accommodations, automobile rental, cell phone and meals) incurred and paid by you during the period of your employment with the Company and in connection with the performance of your duties to the Company. In addition, during the period of your employment with the Company, the Company will reimburse you, in accordance with the Company's expense reimbursement policy, and on a tax grossed-up basis, for the reasonable cost of roundtrip airfare between your home and the Company's principal offices and the reasonable cost of temporary housing near the Company's New York City office. Any such reimbursements shall be made on a monthly basis, provided however, that for purposes of complying with Section 409A of the Internal Revenue Code (" Section 409A "), and to the extent that such reimbursements (including any tax gross-ups) or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A, (A) all such expenses or other reimbursements shall be made on or prior to the last day of the calendar year following the calendar year in which such expenses are incurred by you, (B) any right to such reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any calendar year shall in any way affect your expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, and (D) any tax gross-up payments hereunder shall be paid no later than the end of calendar year following the calendar year in which you remit the related taxes.

7. **No Assignments.** This Agreement is personal to each of the parties hereto, and no party may assign or delegate any right or obligation hereunder without first obtaining the written consent of the other party hereto.

8. **Withholding Taxes.** The Company may withhold from any and all amounts payable to you hereunder such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

9. **Governing Law.** The terms of this Agreement and your employment with the Company will be governed by the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

10. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes any and all prior agreements or understandings between you and the Company with respect

to the subject matter hereof, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by you and the Company.

* * * * * * * *

On behalf of the Company, we are pleased to offer you this role and the compensation package set forth in this Agreement. We look forward to you joining our team.

Very truly yours,

VINCE HOLDING CORP.

By: /s/ Marc Leder
Name: Marc Leder
Title: C hairman of the Board of Directors

Accepted:

Dated: September 1, 2015 /s/ Mark E. Brody
Mark E. Brody

VINCE.

Exhibit 10.3

September 1, 2015

David Stefko
c/o Sun Capital Partners, Inc.
5200 Town Center Circle, Suite 600
Boca Raton, FL 33486

Re: Interim Chief Financial Officer Offer Letter

Dear David:

On behalf of Vince Holding Corp. (the " Company "), we are pleased to offer you this letter agreement (this " Agreement "), which sets forth all of the terms and conditions of your employment as Interim Chief Financial Officer and Treasurer of the Company.

1. **Term of Employment.** Your employment with the Company under this Agreement will commence on September 1, 2015. Your employment with the Company will be "at-will," and will be terminable by you or the Company at any time and for any reason (or no reason).

2. **Title and Reporting.** During the term of your employment with the Company under this Agreement, you will serve as the Interim Chief Financial Officer and Treasurer of the Company and you will report directly to the Chief Executive Officer of the Company. During your term of employment with the Company, you will also serve as the Interim Chief Financial Officer and Treasurer of Vince Intermediate Holding LLC and Vince LLC, for which you will receive no additional compensation.

3. **Duties and Responsibilities.** You will have the duties and responsibilities that are normally associated with the position described above and such additional executive responsibilities as may be reasonably prescribed by the Chief Executive Officer or the Board of Directors of the Company from time to time that are not materially inconsistent with your position. During your period of employment, you will devote substantially all of your business time, energy and efforts to your obligations hereunder and to the affairs of the Company; provided that the foregoing shall not prevent you from (i) participating in charitable, civic, educational, professional, community or industry affairs, and (ii) managing your passive personal investments, in each case, so long as such activities, individually or in the aggregate, do not materially interfere with your duties hereunder or create a potential business conflict.

4. **Base Salary.** During your employment with the Company, you will receive a monthly base salary at a rate of $43,333.33 per month (prorated for any partial month), payable in accordance with the Company's regular payroll policies. Your base salary will be subject to review by the Board of Directors of the Company from time to time, provided that your base salary may never be decreased from the base salary then in effect without your prior consent.

5. **Employee Benefits.** You will be entitled to participate in the employee and fringe benefit plans and programs (including, without limitation, medical, dental, vision, retirement and disability and life insurance) of the Company in effect during your employment that are generally available to the senior management of the Company, subject to and on a basis consistent with the terms, conditions and overall administration of such plans and programs.

6. **Business Expenses.** Upon presentation of reasonable substantiation and documentation as the Company may specify from time to time, you will be reimbursed in accordance with the Company's expense reimbursement policy, for all reasonable out-of-pocket business expenses (including reasonable coach-class travel accommodations , hotel accommodations, automobile rental, cell phone and meals) incurred and paid by you during the period of your employment with the Company and in connection with the performance of your duties to the Company. In addition, during the period of your employment with the Company, the Company will reimburse you, in accordance with the Company's expense reimbursement policy, and on a tax grossed-up basis, for the reasonable cost of roundtrip airfare between your home and the Company's principal offices and the reasonable cost of temporary housing near the Company's New York City office. Any such reimbursements shall be made on a monthly basis, provided however, that for purposes of complying with Section 409A of the Internal Revenue Code (" Section 409A "), and to the extent that such reimbursements (including any tax gross-ups) or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Section 409A, (A) all such expenses or other reimbursements shall be made on or prior to the last day of the calendar year following the calendar year in which such expenses are incurred by you, (B) any right to such reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any calendar year shall in any way affect your expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, and (D) any tax gross-up payments hereunder shall be paid no later than the end of calendar year following the calendar year in which you remit the related taxes.

7. **No Assignments.** This Agreement is personal to each of the parties hereto, and no party may assign or delegate any right or obligation hereunder without first obtaining the written consent of the other party hereto.

8. **Withholding Taxes.** The Company may withhold from any and all amounts payable to you hereunder such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

9. **Governing Law.** The terms of this Agreement and your employment with the Company will be governed by the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

10. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes any and all prior agreements or understandings between you and the Company with respect

to the subject matter hereof, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by you and the Company.

* * * * * * * *

On behalf of the Company, we are pleased to offer you this role and the compensation package set forth in this Agreement. We look forward to you joining our team.

Very truly yours,

VINCE HOLDING CORP.

By: /s/ Mark E. Brody
Name: Mark E. Brody
Title: Interim Chief Executive Officer

Accepted:

Dated: September 1, 2015 /s/ David Stefko
David Stefko

Exhibit 10.4

VINCE, LLC

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (this " Agreement ") dated as of October 22, 2015, by and between Vince, LLC, a Delaware limited liability company (the " Company ") and a wholly owned subsidiary of Vince Holding Corp., a Delaware corporation (the " Parent "), and Brendan L. Hoffman (the " Executive ").

W I T N E S S E T H

WHEREAS, the Company desires to employ the Executive as the Chief Executive Officer of the Company; and

WHEREAS, the Company and the Executive desire to enter into this Agreement as to the terms of the Executive's employment with the Company.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. POSITION AND DUTIES.

(a) **GENERAL.** During the Employment Term, the Executive shall serve as the Chief Executive Officer of the Company and the Parent. In this capacity, the Executive shall have the duties, authorities and responsibilities commensurate with the duties, authorities and responsibilities of persons in similar capacities in similarly sized companies, and such other duties, authorities and responsibilities as may reasonably be assigned to the Executive from time to time that are not inconsistent with the Executive's position with the Company and the Parent. The Executive's principal place of employment with the Company shall be in New York, New York, provided that the Executive understands and agrees that the Executive's position requires frequent travel for business purposes, including to the Company's offices in Los Angeles, California. The Executive shall report directly to the Board of Directors of the Parent (the " Board ").

(b) **OTHER ACTIVITIES.** During the Employment Term, the Executive shall devote all of the Executive's business time, energy, business judgment, knowledge and skill and the Executive's best efforts to the performance of the Executive's duties with the Company, provided that the foregoing shall not prevent the Executive from (i) continuing to serve on the Board of Directors of Pier 1 Imports and the Advisory Board of The Jay H. Baker Retailing Initiative at the Wharton School; (ii) with prior written notice to the Board, serving on the boards of directors (and board committees) of non-profit organizations, and, with the prior written approval of the Board, other for profit companies, (iii) participating in charitable, civic, educational, professional, community or industry affairs, (iv) managing the Executive's passive personal investments, in each case so long as such activities in the aggregate do not interfere or conflict with the Executive's duties hereunder or create a potential business or fiduciary conflict. Executive acknowledges that he is subject to, and agrees to comply with, among other policies

adopted by Parent or the Company from time to time which may be applicable to Executive, (x) any policy regarding a "clawback" of compensation in certain circumstances, including the clawback provided for in the Vince Holding Corp. 2013 Omnibus Incentive Plan (the "2013 Incentive Plan"), (y) Parent's stock ownership policy applicable to senior executives, and (z) Parent's policy regarding trading in Parent securities.

(c) **BOARD SEAT.** The Board shall take such action as may be necessary to appoint or elect the Executive as a member of the Board, effective as of the Effective Date. Thereafter, during the Employment Term, the Board shall nominate the Executive for re-election as a member of the Board at the expiration of the then current term, provided that the foregoing shall not be required to the extent prohibited by legal or regulatory requirements.

2. EMPLOYMENT TERM.

(a) The Company agrees to employ the Executive pursuant to the terms of this Agreement, and the Executive agrees to be so employed, for a term commencing on October 22, 2015 **(** the " Effective Date ") and ending on October 22, 2016 (the " Initial Term "). Following the Initial Term, the term of this Agreement shall be automatically extended for successive one-year periods (each, a " Renewal Term "); provided , however , that either party hereto may elect not to extend this Agreement by giving written notice to the other party at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, the Executive's employment hereunder may be earlier terminated in accordance with Section 6 hereof, subject to the provisions of Section 7 hereof. The period of time between the Effective Date and the termination of the Executive's employment hereunder shall be referred to herein as the " Employment Term ."

(b) It is acknowledged and agreed that if this Agreement is not renewed by the Company pursuant to Section 2(a) above, and not as a result of Executive's Death, Disability, or Cause pursuant to Section 6(a) , 6(b) , or 6(c) below, such non-renewal by the Company will be deemed a termination Without Cause pursuant to Section 6(d) below. In the event that Executive's employment with the Company ceases at the end of any term because Executive (and not the Company) has given a non-renewal notice set forth in Section 2(a) above, and not as a result of the occurrence of Good Reason pursuant to Section 6(e) below, then such termination of employment shall be treated as a voluntary termination by Executive Without Good Reason pursuant to Section 6(f) below.

3. BASE SALARY. During the Employment Term, the Company agrees to pay the Executive a base salary at an annual rate of $900,000, payable in accordance with the regular payroll practices of the Company, but not less frequently than monthly. The Executive's Base Salary shall be subject to annual review by the Board (or a committee thereof), and may be increased from time to time by and at the discretion of the Board, but may not be decreased. The base salary as determined herein shall constitute " Base Salary " for purposes of this Agreement.

4. ANNUAL BONUS AND LONG TERM INCENTIVES.

(a) **ANNUAL BONUS.** During the Employment Term, the Executive shall be eligible to receive an annual discretionary incentive payment under the Company's annual bonus plan as

may be in effect from time to time (the " Annual Bonus "), provided that such Annual Bonus shall be subject to certain conditions, including achievement of performance metrics as established by the Compensation Committee of the Parent's Board of Directors (the " Compensation Committee "), with threshold Annual Bonus opportunity to be fifty percent (50%) of Executive's Base Salary, target Annual Bonus opportunity at one hundred percent (100%) of Base Salary (the " Target Bonus ") and the maximum Annual Bonus opportunity set at two hundred percent (200%) of Base Salary. Any Annual Bonus payable hereunder shall be paid at the same time annual bonuses are paid to other senior executives of the Company, but in no event later than the first April 30th following the end of applicable fiscal year to which the bonus relates, subject to the Executive's continued employment with the Company through the date of payment (except as otherwise provided in Section 7 hereof).

(b) **INITIAL EQUITY GRANTS** . Executive shall, subject to the approval of the Compensation Committee, be granted an initial equity grant of options to acquire 500,000 shares of the Parent's common stock, to be granted on the Effective Date, in the form Nonqualified Stock Option Grant Agreement attached hereto as Exhibit A, and shall otherwise be subject to the terms of the 2013 Incentive Plan.

(c) **ANNUAL EQUITY GRANTS** . Executive shall be entitled to additional equity grants at the discretion of the Compensation Committee, with his first eligibility to be on the first anniversary of the Effective Date. Following the first anniversary of the Effective Date, Executive shall be eligible for equity grants at the same time as other executive officers of the Company, subject at all times to the discretion of the Compensation Committee.

(d) **LONG TERM CASH INCENTIVE.** For the Company's fiscal year ending on or around January 31, 2017 (" FY 2016 "), the Executive shall be eligible for a cash bonus pursuant to the 2013 Incentive Plan in the amount of $500,000 (the " Performance Bonus "). The Performance Bonus shall become earned and payable only if (i) the Executive remains continuously employed with the Company through the last day of such fiscal year, and (ii) the average daily closing sales price of a share of the Parent's common stock, as reported by the New York Stock Exchange, for the last six months of FY 2016 is equal to or greater than $10. For each of the Company's fiscal years ending on or around January 31, 2018 ("FY 2017"), on around January 31, 2019 ("FY 2018"), and on or around January 31, 2020 ("FY 2019"), the Executive shall be eligible for an additional cash bonus pursuant to the 2013 Incentive Plan in the amount of $500,000 with respect to each such fiscal year (the " Additional Performance Bonus "). The Additional Performance Bonus with respect to each such fiscal year shall become earned and payable only if (i) the Executive remains continuously employed with the Company through the last day of such fiscal year, and (ii) the average daily closing sales price of a share of the Parent's common stock, as reported by the New York Stock Exchange, for the entire applicable fiscal year is equal to or greater than the amounts provided in the table below.

Fiscal 2017:	$15
Fiscal 2018:	$20
Fiscal 2019:	$25

Any Performance Bonus or Additional Performance Bonus that may become earned and payable pursuant to this Section 4 (d) shall be paid at the same time that any Annual Bonus would normally be paid by the Company, but in no event later than the first April 30th following the end of applicable fiscal year to which the bonus relates. No payment under this Section 4 (d) shall be payable unless the conditions described herein are satisfied. If there shall occur any change with respect to the Parent's common stock by reason of any recapitalization, reclassification, unit split, reverse unit split or any merger, reorganization, consolidation, combination, spin off or other similar corporate change affecting the outstanding securities of the Parent, the Compensation Committee may, in the manner and to the extent that it deems appropriate and equitable in its discretion, cause a corresponding adjustment to be made in the performance targets provided above, and any other terms and conditions hereunder that are affected by such event, in order to prevent dilution or enlargement of Executive's rights to such bonuses.

5. EMPLOYEE BENEFITS.

(a) **BENEFIT PLANS.** During the Employment Term, the Executive shall be entitled to participate in any employee benefit plan that the Company has adopted or may adopt, maintain or contribute to for the benefit of its employees generally, subject to satisfying the applicable eligibility requirements, and except to the extent such plans are duplicative of the benefits otherwise provided hereunder. The Executive's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time.

(b) **VACATION TIME.** During the Employment Term, the Executive shall be entitled to four (4) weeks of paid vacation per calendar year (as prorated for partial years) in accordance with the Company's policy on accrual and use applicable to employees as in effect from time to time.

(c) **BUSINESS AND TRAVEL EXPENSES.** Upon presentation of reasonable substantiation and documentation as the Company may specify from time to time, the Executive shall be reimbursed in accordance with the Company's expense reimbursement policy, for all reasonable out-of-pocket business expenses incurred and paid by the Executive during the Employment Term and in connection with the performance of the Executive's duties hereunder.

(d) **INDEMNIFICATION; D&O INSURANCE.** Both during and after the Employment Term, regardless of the reason for termination, the Company hereby agrees to indemnify the Executive and hold the Executive harmless to the maximum extent permitted by the Company's organizational documents against and in respect of any and all actions, suits, proceedings, investigations, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages resulting from the Executive's good faith performance of the Executive's duties and obligations with the Company and Parent hereunder. The Company shall cover the Executive under directors' and officers' liability insurance both during and, while potential liability exists, after the term of this Agreement in the same amount and to the same extent as the Company covers its other active officers and directors. The foregoing obligations shall survive the termination of the Executive's employment with the Company.

6. TERMINATION. The Executive's employment and the Employment Term shall terminate on the first of the following to occur:

(a) **DISABILITY.** Upon ten (10) days' prior written notice by the Company to the Executive of a termination due to Disability. For purposes of this Agreement, " Disability " shall be defined as the inability of the Executive to have performed the Executive's material duties hereunder after reasonable accommodation due to a physical or mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any three hundred, sixty-five (365)-day period as determined by the Board in its reasonable discretion. The Executive shall cooperate in all respects with the Company if a question arises as to whether the Executive has become disabled (including, without limitation, submitting to reasonable examinations by one or more medical doctors and other health care specialists selected by the Company and authorizing such medical doctors and other health care specialists to discuss the Executive's condition with the Company).

(b) **DEATH.** Automatically upon the date of death of the Executive.

(c) **CAUSE.** Immediately upon written notice by the Company to the Executive of a termination for Cause. " Cause " shall mean:

(i) the Executive's willful misconduct or gross negligence in the performance of the Executive's duties to the Company;

(ii) the Executive's willful failure to substantially perform the executive's duties to the Company or to follow the lawful directives of the Board (other than as a result of death or physical or mental incapacity);

(iii) the Executive's indictment for, conviction of, or pleading of guilty or nolo contendere to, a felony or any crime involving moral turpitude;

(iv) the Executive's performance of any material act of theft, embezzlement, fraud, dishonesty or misappropriation of the Company's property;

(v) the Executive's material breach of this Agreement or any other agreement with the Company or Parent, or a material violation of the Company's or Parent's code of conduct or other written policy.

For purposes of this Section 6(c) , an act or failure to act shall be considered "willful" only if done or omitted to be done without a good faith reasonable belief that such act or failure to act was in the best interests of the Company.

Any determination of Cause by the Company will be made by a resolution approved by a majority of the members of the Board (other than the Executive, as applicable), provided that no such determination may be made until the Executive has been given written notice detailing the specific Cause event and a period of thirty (30) days following receipt of such notice to cure such event (if susceptible to cure) to the reasonable satisfaction of the Board. Notwithstanding anything to the contrary contained herein, the Executive's right to cure shall not apply if there are habitual breaches by the Executive.

(d) **WITHOUT CAUSE.** Immediately upon written notice by the Company to the Executive of an involuntary termination without Cause (other than for death or Disability).

(e) **GOOD REASON.** Upon written notice by the Executive to the Company of a termination for Good Reason. " Good Reason " shall mean the occurrence of any of the following events, without the express written consent of the Executive, unless such events are fully corrected in all material respects by the Company within thirty (30) days following written notification by the Executive to the Company:

(i) material diminution in the Executive's duties, authorities or responsibilities as in effect on the Effective Date (other than temporarily while physically or mentally incapacitated or as required by applicable law), such that Executive no longer has the title of, or serves or functions as, Chief Executive Officer of the Company;

(ii) a reduction by the Company in Executive's Base Salary or Target Bonus opportunity as in effect from time to time;

(iii) failure of the Board to nominate Executive for election to the Board at an annual meeting of shareholders or, so long as the Parent remains a controlled company pursuant to New York Stock Exchange rules, failure of the Executive to have been elected by the shareholders to the Board at any time (in each case other than solely due to any future stock exchange rules or other legal requirement prohibiting Executive from being on the Board); or

(iv) the Company fails to obtain the written assumption of its obligations under this Agreement by a successor to the Company not later than the consummation of a merger, consolidation or sale of the Company; or

(v) relocation of the Executive's primary work location by more than fifty (50) miles from its then current location; or

(vi) the Company's material breach of the Company's obligations under this Agreement.

The Executive shall provide the Company with a written notice detailing the specific circumstances alleged to constitute Good Reason within ninety (90) days after the Executive first knows, or with the exercise of reasonable diligence would know, of the occurrence of such circumstances, and must actually terminate employment within thirty (30) days following the expiration of the Company's cure period as set forth above. Otherwise, any claim of such circumstances as "Good Reason" shall be deemed irrevocably waived by the Executive.

(f) **WITHOUT GOOD REASON.** Upon sixty (60) days' prior written notice by the Executive to the Company of the Executive's voluntary termination of employment without Good Reason (which the Company may, in its sole discretion, make effective earlier than any notice date).

7. CONSEQUENCES OF TERMINATION.

(a) **DEATH.** In the event that the Executive's employment and the Employment Term ends on account of the Executive's death, the Executive or the Executive's estate, as the case may be, shall be entitled to the following (with the amounts due under Sections 7(a)(i) , 7(a)(iii) and 7(a)(iv) hereof to be paid within sixty (60) days following termination of employment, or such earlier date as may be required by applicable law):

(i) any unpaid Base Salary through the date of termination;

(ii) any Annual Bonus earned but unpaid with respect to a fiscal year ending on or preceding the date of termination, payable as provided in Section 4 hereof (without regard to any continued employment requirement);

(iii) reimbursement for any unreimbursed business expenses incurred through the date of termination;

(iv) any accrued but unused vacation time in accordance with Company policy; and

(v) all other accrued and vested payments, benefits or fringe benefits to which the Executive is entitled in accordance with the terms and conditions of the applicable compensation or benefit plan, program or arrangement of the Company (collectively, Sections 7(a)(i) through 7(a)(v) hereof shall be hereafter referred to as the " Accrued Benefits ").

(b) **DISABILITY.** In the event that the Executive's employment and/or Employment Term ends on account of the Executive's Disability, the Company shall pay or provide the Executive with the Accrued Benefits.

(c) **TERMINATION FOR CAUSE OR WITHOUT GOOD REASON.** If the Executive's employment is terminated (x) by the Company for Cause, or (y) by the Executive without Good Reason, the Company shall pay to the Executive the Accrued Benefits (other than the benefit described in Section 7(a)(ii) hereof).

(d) **TERMINATION WITHOUT CAUSE OR FOR GOOD REASON.** If the Executive's employment by the Company is terminated (x) by the Company other than for Cause, or (y) by the Executive for Good Reason, the Company shall pay or provide the Executive with the following:

(i) the Accrued Benefits;

(ii) a pro rata portion of the Executive's Annual Bonus for the fiscal year in which the date of termination occurs, based on final, audited actual results for such fiscal year, and pro-rated based on the number of days the Executive was employed during such fiscal year, with any earned amounts to be payable at the same time that any Annual Bonus for such fiscal year would have been paid pursuant to Section 4(a) ;

(iii) subject to the Executive's continued compliance with the obligations in Sections 8 , 9 and 10 hereof, the Company shall continue to pay the Executive the Base Salary at the rate being paid at the termination date, for the earlier of twelve (12) months or until the executive secures other employment equal to or greater than his Base Salary at such time (the " Severance Period "), provided, however, that in the event that Executive obtains other employment which pays the Executive a base salary less than the Base Salary on the termination date, then the payments under this clause (iii) shall immediately become subject to offset by the amount of the base salary and guaranteed compensation, if any, from such other employment; and

(iv) if the Executive makes a timely election of continued health benefit coverage under the Consolidated Omnibus Budget Reconciliation Act (" COBRA "), the Company will continue to pay the employer portion of the associated monthly premiums during the Severance Period, with Executive responsible to pay the associated employee portion of the monthly premium as directed by the Company in order to be covered by COBRA. Effective the first day of the month following the last date of the Company COBRA subsidy period, Executive will become responsible to pay 100% of the COBRA premium to continue healthcare insurance for the remainder of the applicable COBRA period. Notwithstanding the foregoing, the Company shall not be obligated to provide the continuation coverage contemplated by this Section 7(d)(iv) if it would result in the imposition of excise taxes on the Company for failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and the Health Care and Education Reconciliation Act of 2010, as amended (to the extent applicable).

Notwithstanding the foregoing, to the extent that the payment of any amount under this Section 7 constitutes "nonqualified deferred compensation" for purposes of "Code Section 409A" (as defined in Section 21 hereof), any such payment scheduled to occur during the first sixty (60) days following such termination shall not be paid until the sixtieth (60 th) day following such termination and shall include payment of any amount that was otherwise scheduled to be paid prior thereto; and Payments and benefits provided in this Section 7(d) shall be in lieu of any termination or severance payments or benefits for which the Executive may be eligible under any of the plans, policies or programs of the Company or under the Worker Adjustment Retraining Notification Act of 1988 or any similar state statute or regulation.

(e) **OTHER OBLIGATIONS.** Upon any termination of the Executive's employment with the Company, the Executive shall promptly resign from any position as an officer, director or fiduciary of any Company-related entity, including without limitation as a member of the Board.

(f) **EXCLUSIVE REMEDY.** The amounts payable to the Executive following termination of employment and the Employment Term hereunder pursuant to Sections 6 and 7 hereof shall be in full and complete satisfaction of the Executive's rights under this Agreement and any other claims that the Executive may have in respect of the Executive's employment with the Company or any of its affiliates, and the Executive acknowledges that such amounts are fair and reasonable, and are the Executive's sole and exclusive remedy, in lieu of all other remedies at law or in equity, with respect to the termination of the Executive's employment hereunder or any breach of this Agreement, other than the Executive's rights as an equity or security holder in the Company or its affiliates, which shall survive the Employment Term in accordance with the terms of the definitive documentation related thereto.

(g) **CODE SECTION 280G .** To the extent that any amount payable to the Executive hereunder, as well as any other "parachute payment," as such term is defined under Section 280G of the Internal Revenue Code of 1986, as amended (the " Code "), payable to the Executive in connection with the Executive's employment by the Company, exceed the limitations of Section 280G of the Code such that an excise tax will be imposed under Section 4999 of the Code (the " Excise Tax "), then such payments shall be either (x) reduced to the minimum extent necessary to avoid application of the Excise Tax or (y) provided to the Executive in full, whichever of the foregoing amounts, when taking into account applicable federal, state, local and foreign income and employment taxes, the Excise Tax and any other applicable taxes, results in the receipt by the Executive, on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under the Excise Tax. In the event of a reduction in benefits hereunder, the reduction shall occur in the following order: (i) benefits valued as parachute payments, (ii) any cash severance based on a multiple of Base Salary or Annual Bonus, (iii) any other cash amounts payable to the Executive, and (iv) acceleration of vesting of any equity awards.

8. RELEASE; MITIGATION; SET-OFFS. Any and all amounts payable and benefits or additional rights provided pursuant to this Agreement in connection with the Executive's termination of employment beyond the Accrued Benefits (other than the benefit described in Section 7(a)(ii) hereof) shall only be payable if the Executive delivers to the Company and does not revoke a general release of claims in favor of the Company substantially in the form of Exhibit B attached hereto. Such release shall be executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following termination. Except as otherwise expressly provided in Section 7 hereof, in no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and such amounts shall not be offset by any amount received by the Executive from any other source. Subject to the provisions of Section 21(b)(v) hereof and the limitations of applicable wage laws, the Company's obligations to pay the Executive amounts hereunder shall be subject to set-off, counterclaim or recoupment of amounts owed by the Executive to the Company or any of its affiliates.

9. RESTRICTIVE COVENANTS.

(a) **CONFIDENTIALITY .** During the course of the Executive's employment with the Company, the Executive will have access to Confidential Information. For purposes of this Agreement, " Confidential Information " means all data, information, ideas, concepts, discoveries, trade secrets, inventions (whether or not patentable or reduced to practice), innovations, improvements, know-how, developments, techniques, methods, processes, treatments, drawings, sketches, specifications, designs, patterns, models, plans and strategies, and all other confidential or proprietary information or trade secrets in any form or medium (whether merely remembered or embodied in a tangible or intangible form or medium) whether now or hereafter existing, relating to or arising from the past, current or potential business, activities and/or operations of the Company or any of its affiliates, including, without limitation, any such information relating to or concerning finances, sales, marketing, advertising, transition, promotions, pricing, personnel, customers, suppliers, vendors, partners and/or competitors. The Executive agrees that the Executive shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, other than in the course of the Executive's assigned duties and for the benefit of the Company, either during the period of the Executive's employment or at any time

thereafter, any Confidential Information or other confidential or proprietary information received from third parties subject to a duty on the Company's and its subsidiaries' and affiliates' part to maintain the confidentiality of such information, and to use such information only for specified limited purposes, in each case, which shall have been obtained by the Executive during the Executive's employment by the Company (or any predecessor). The foregoing shall not apply to information that (i) was known to the public prior to its disclosure to the Executive; (ii) becomes generally known to the public subsequent to disclosure to the Executive through no wrongful act of the Executive or any representative of the Executive; or (iii) the Executive is required to disclose by applicable law, regulation or legal process (provided that the Executive provides the Company with prior notice of the contemplated disclosure and cooperates with the Company at its expense in seeking a protective order or other appropriate protection of such information). Unless this Agreement is otherwise required to be disclosed under applicable law, rule or regulation, the terms and conditions of this Agreement shall remain strictly confidential, and the Executive hereby agrees not to disclose the terms and conditions hereof to any person or entity, other than immediate family members, legal advisors or personal tax or financial advisors, or prospective future employers solely for the purpose of disclosing the limitations on the Executive's conduct imposed by the provisions of this Section 9 who, in each case, agree to keep such information confidential. Notwithstanding anything herein to the contrary, nothing in this Section 9 (a) will (x) prohibit the Executive from making reports of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under any whistleblower protection provisions of state or federal law or regulation, or (y) require notification or prior approval by the Company of any reporting described in the foregoing clause (x).

(b) **NONCOMPETITION.** The Executive acknowledges that (i) the Executive will continue to perform services of a unique nature for the Company that are irreplaceable, and that the Executive's performance of such services to a competing business will result in irreparable harm to the Company, (ii) the Executive has had and will have access to Confidential Information which, if disclosed, would unfairly and inappropriately assist in competition against the Company or any of its affiliates, (iii) in the course of the Executive's employment by a competitor, the Executive would inevitably use or disclose such Confidential Information, and (iv) the Executive has generated and will generate goodwill for the Company and its affiliates in the course of the Executive's employment. Accordingly, during the Executive's employment hereunder and for a period of twelve (12) months thereafter, the Executive agrees that the Executive will not, directly or indirectly, own, manage, operate, control, be employed by (whether as an employee, consultant, independent contractor or otherwise, and whether or not for compensation) or render services to any person, firm, corporation or other entity, in whatever form, engaged in the contemporary apparel business, including without limitation the following brands: Theory, Helmut Lang, DVF, J Brand, James Perse, Joie and Rag and Bone. Notwithstanding the foregoing, nothing herein shall prohibit the Executive from being a passive owner of not more than one percent (1%) of the equity securities of a publicly traded corporation engaged in a business that is in competition with the Company or any of its direct affiliates, so long as the Executive has no active participation in the business of such corporation.

(c) **NONSOLICITATION; NONINTERFERENCE.** During the Executive's employment with the Company and for a period of twelve (12) months thereafter, the Executive agrees that the Executive shall not, except in the furtherance of the Executive's duties hereunder,

directly or indirectly, individually or on behalf of any other person, firm, corporation or other entity, (i) solicit, aid or induce any customer of the Company to change his, her or its business relationship with the Company (ii) solicit, aid or induce any employee, representative or agent of the Company or any of its direct affiliates to leave such employment or retention or to accept employment with or render services to or with any other person, firm, corporation or other entity unaffiliated with the Company, or hire or retain any such employee, representative or agent, or take any action to materially assist or aid any other person, firm, corporation or other entity in identifying, hiring or soliciting any such employee, representative or agent, or (iii) interfere, or aid or induce any other person or entity in interfering, with the relationship between the Company or any of its direct affiliates and any of their respective vendors, joint venturers or licensors. An employee, representative or agent shall be deemed covered by this Section 9(c) while so employed or retained and for a period of six (6) months thereafter. Notwithstanding the foregoing, the provisions of this Section 9(c) shall not be violated by general advertising or solicitation not specifically targeted at Company-related persons or entities.

(d) **NONDISPARAGEMENT.** Both during the Employment Term and at all times thereafter, regardless of the reason for termination, the Executive agrees not to make negative comments or otherwise disparage the Company or its officers, directors, employees, shareholders, members, agents or products other than in the good faith performance of the Executive's duties to the Company while the Executive is employed by the Company. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(e) **INVENTIONS.** (i) The Executive acknowledges and agrees that all ideas, methods, inventions, discoveries, improvements, work products, developments, software, know-how, processes, techniques, methods, works of authorship and other work product, whether patentable or unpatentable, (A) that are reduced to practice, created, invented, designed, developed, contributed to, or improved with the use of any Company resources and/or within the scope of the Executive's work with the Company or that relate to the business, operations or actual or demonstrably anticipated research or development of the Company, and that are made or conceived by the Executive, solely or jointly with others, during the period of the Executive's employment with the Company, or (B) suggested by any work that the Executive performs in connection with the Company, either while performing the Executive's duties with the Company or on the Executive's own time, but only insofar as the Inventions are related to the Executive's work as an employee or other service provider to the Company, shall belong exclusively to the Company (or its designee), whether or not patent or other applications for intellectual property protection are filed thereon (the " Inventions ") . The Executive will keep full and complete written records (the " Records "), in the manner prescribed by the Company, of all Inventions, and will promptly disclose all Inventions completely and in writing to the Company. The Records shall be the sole and exclusive property of the Company, and the Executive will surrender them upon the termination of the Employment Term, or upon the Company's request. The Executive will assign to the Company the Inventions and all patents or other intellectual property rights that may issue thereon in any and all countries, whether during or subsequent to the Employment Term, together with the right to file, in the Executive's name or in the name of the Company (or its designee), applications for patents and equivalent rights (the " Applications "). The Executive will, at any time during and subsequent to the Employment Term, make such applications, sign such papers, take

all rightful oaths, and perform all other acts as may be requested from time to time by the Company to perfect, record, enforce, protect, patent or register the Company's rights in the Inventions, all without additional compensation to the Executive from the Company. The Executive will also execute assignments to the Company (or its designee) of the Applications, and give the Company and its attorneys all reasonable assistance (including the giving of testimony) to obtain the Inventions for the Company's benefit, all without additional compensation to the Executive from the Company, but entirely at the Company's expense.

(ii) In addition, the Inventions will be deemed Work for Hire, as such term is defined under the copyright laws of the United States, on behalf of the Company and the Executive agrees that the Company will be the sole owner of the Inventions, and all underlying rights therein, in all media now known or hereinafter devised, throughout the universe and in perpetuity without any further obligations to the Executive. If the Inventions, or any portion thereof, are deemed not to be Work for Hire, or the rights in such Inventions do not otherwise automatically vest in the Company, the Executive hereby irrevocably conveys, transfers and assigns to the Company, all rights, in all media now known or hereinafter devised, throughout the universe and in perpetuity, in and to the Inventions, including, without limitation, all of the Executive's right, title and interest in the copyrights (and all renewals, revivals and extensions thereof) to the Inventions, including, without limitation, all rights of any kind or any nature now or hereafter recognized, including, without limitation, the unrestricted right to make modifications, adaptations and revisions to the Inventions, to exploit and allow others to exploit the Inventions and all rights to sue at law or in equity for any infringement, or other unauthorized use or conduct in derogation of the Inventions, known or unknown, prior to the date hereof, including, without limitation, the right to receive all proceeds and damages therefrom. In addition, the Executive hereby waives any so-called "moral rights" with respect to the Inventions. To the extent that the Executive has any rights in the results and proceeds of the Executive's service to the Company that cannot be assigned in the manner described herein, the Executive agrees to unconditionally waive the enforcement of such rights. The Executive hereby waives any and all currently existing and future monetary rights in and to the Inventions and all patents and other registrations for intellectual property that may issue thereon, including, without limitation, any rights that would otherwise accrue to the Executive's benefit by virtue of the Executive being an employee of or other service provider to the Company.

(f) **RETURN OF COMPANY PROPERTY.** On the date of the Executive's termination of employment with the Company for any reason (or at any time prior thereto at the Company's request), the Executive shall return all property belonging to the Company or its affiliates (including, but not limited to, any Company-provided laptops, computers, cell phones, wireless electronic mail devices or other equipment, or documents and property belonging to the Company). The Executive may retain the Executive's rolodex and similar address books provided that such items only include contact information.

(g) **REASONABLENESS OF COVENANTS.** In signing this Agreement, the Executive gives the Company assurance that the Executive has carefully read and considered all of the terms and conditions of this Agreement, including the restraints imposed under this Section 9. The Executive agrees that these restraints are necessary for the reasonable and proper protection of the Company and its affiliates and their Confidential Information and that each and every one of the restraints is reasonable in respect of subject matter, length of time and geographic area, and that these restraints, individually or in the aggregate, will not prevent the Executive from obtaining

other suitable employment during the period in which the Executive is bound by the restraints. The Executive covenants that the Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 9, and that the Executive will reimburse the Company and its affiliates for all costs (including reasonable attorneys' fees) incurred in connection with any action to enforce any of the provisions of this Section 9 if either the Company and/or its affiliates prevails on any material issue involved in such dispute or if the Executive challenges the reasonableness or enforceability of any of the provisions of this Section 9. It is also agreed that each of the Company's affiliates will have the right to enforce all of the Executive's obligations to that affiliate under this Agreement, including without limitation pursuant to this Section 9.

(h) **REFORMATION.** If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 9 is excessive in duration or scope or is unreasonable or unenforceable under applicable law, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

(i) **TOLLING.** In the event of any violation of the provisions of this Section 9, the Executive acknowledges and agrees that the post-termination restrictions contained in this Section 9 shall be extended by a period of time equal to the period of such violation, it being the intention of the parties hereto that the running of the applicable post-termination restriction period shall be tolled during any period of such violation.

(j) **SURVIVAL OF PROVISIONS.** The obligations contained in Sections 9 and 10 hereof shall survive the termination or expiration of the Employment Term and the Executive's employment with the Company and shall be fully enforceable thereafter.

10. COOPERATION. In connection with any termination of the Executive's employment with the Company, the Executive agrees to assist the Company, as reasonably requested by the Company, in its succession planning efforts to facilitate a smooth transition of the Executive's job responsibilities to the Executive's successor. In addition, upon the receipt of reasonable notice from the Company (including outside counsel), the Executive agrees that while employed by the Company and thereafter, the Executive will respond and provide information with regard to matters in which the Executive has knowledge as a result of the Executive's employment with the Company, and will provide reasonable assistance to the Company, its affiliates and their respective representatives in defense of all claims that may be made against the Company or its affiliates, and will assist the Company and its affiliates in the prosecution of all claims that may be made by the Company or its affiliates, to the extent that such claims may relate to the period of the Executive's employment with the Company. The Executive agrees to promptly inform the Company if the Executive becomes aware of any lawsuit involving such claims that may be filed or threatened against the Company or its affiliates. The Executive also agrees to promptly inform the Company (to the extent that the Executive is legally permitted to do so) if the Executive is asked to assist in any investigation of the Company or its affiliates (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or its affiliates with respect to such investigation, and shall not do so unless legally required. Upon presentation of appropriate documentation, the Company shall pay or reimburse the Executive for

all reasonable out-of-pocket travel, duplicating or telephonic expenses incurred by the Executive in complying with this Section 10 .

11. EQUITABLE RELIEF AND OTHER REMEDIES. The Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Section 9 or Section 10 hereof would be inadequate and, in recognition of this fact, the Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company shall be entitled to seek equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available, without the necessity of showing actual monetary damages or the posting of a bond or other security. In the event of a violation by the Executive of Section 9 or Section 10 hereof, any severance being paid to the Executive pursuant to this Agreement or otherwise shall immediately cease, and any severance previously paid to the Executive shall be immediately repaid to the Company .

12. NO ASSIGNMENTS. This Agreement is personal to each of the parties hereto. Except as provided in this Section 12 or Section 7(a) hereof, no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto. The Company shall assign this Agreement to any successor to all or substantially all of the business and/or assets of the Company; provided that the Company shall require such successor to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, " Company " shall mean the Company and any successor to its business and/or assets, which assumes and agrees to perform the duties and obligations of the Company under this Agreement by operation of law or otherwise.

13. NOTICE . For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile or electronic mail, (c) on the first business day following the date of deposit, if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Executive:

At the address (or to the facsimile number) shown
in the books and records of the Company.

With a copy (which shall not constitute notice to the
Company) to:
Thomas A. Hickey, Esq.
Gunster Yoakley Stewart P.A.
777 S. Flagler Drive, Suite 500E
West Palm Beach, FL 33401
Facsimile: 561-655-2314
Email: thickey@gunster.com

If to the Company:

Vince, LLC
500 Fifth Avenue
New York, NY 10110
Attention: Senior Vice President, Human Resources
Facsimile:
Email:

With a copy (which shall not constitute notice to the
Company) to:

Vince, LLC
500 Fifth Avenue
New York, NY 10110
Attention: General Counsel
Facsimile:
Email:

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

14. SECTION HEADINGS; INCONSISTENCY . The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall govern and control.

15. SEVERABILITY . The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by applicable law.

16. COUNTERPARTS . This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

17. GOVERNING LAW; JURISDICTION. This Agreement, the rights and obligations of the parties hereto, and all claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the choice of law provisions thereof. Each of the parties agrees that any dispute between the parties shall be resolved only in the courts of the State of Delaware or the United States District Court for the District of Delaware and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto irrevocably

and unconditionally (a) submits in any proceeding relating to this Agreement or the Executive's employment by the Company or any affiliate, or for the recognition and enforcement of any judgment in respect thereof (a " Proceeding "), to the exclusive jurisdiction of the courts of the State of Delaware , the court of the United States of America for the District of Delaware , and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Proceeding shall be heard and determined in such Delaware State court or, to the extent permitted by law, in such federal court, (b) consents that any such Proceeding may and shall be brought in such courts and waives any objection that the Executive or the Company may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same, (c) WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY OR ANY AFFILIATE OF THE COMPANY, OR THE EXECUTIVE'S OR THE COMPANY'S PERFORMANCE UNDER, OR THE ENFORCEMENT OF, THIS AGREEMENT, (d) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at the Executive's or the Company's address as provided in Section 13 hereof, and (e) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by the laws of the State of Delaware . Except as provided in Section 9(g) hereof, the parties acknowledge and agree that in connection with any dispute hereunder, each party shall pay all of its own costs and expenses, including, without limitation, its own legal fees and expenses; provided, however, that if either the Executive or the Company or its affiliates prevail on all material issues involved in such dispute, the non-prevailing party shall reimburse the prevailing party for all costs (including reasonable attorneys' fees) incurred in connection with such dispute.

18. MISCELLANEOUS. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer or director of the Company as may be designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement together with all exhibits hereto (if any) sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein and supersedes any and all prior agreements or understandings between the Executive and the Company with respect to the subject matter hereof; provided that the restrictive covenants and other obligations contained in Section 9 are independent of, supplemental to and do not modify, supersede or restrict (and shall not be modified, superseded by or restricted by) any non-competition, non-solicitation, confidentiality or other restrictive covenants in any other current or future agreement unless reference is made to the specific provisions hereof which are intended to be superseded. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

19. REPRESENTATIONS. The Executive represents and warrants to the Company that (a) the Executive has the legal right to enter into this Agreement and to perform all of the obligations on the Executive's part to be performed hereunder in accordance with its terms, and (b) the Executive is not a party to any agreement or understanding, written or oral, and is not

subject to any restriction, which, in either case, could prevent the Executive from entering into this Agreement or performing all of the Executive's duties and obligations hereunder.

20. LEGAL FEES . The Company shall reimburse Executive for legal fees incurred in connection with the negotiation of this Agreement, provided that evidence of such fees shall be supplied to the Company and the amount of such reimbursement shall be capped at $15,000.

21. TAX MATTERS.

(a) **WITHHOLDING .** The Company may withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(b) **SECTION 409A COMPLIANCE.**

(i) The intent of the parties is that payments and benefits under this Agreement comply with Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively " Code Section 409A ") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. To the extent that any provision hereof is modified in order to comply with Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Executive and the Company of the applicable provision without violating the provisions of Code Section 409A. Executive agrees and acknowledges that the Company makes no representations with respect to the application of Code Section 409A and other tax consequences to any payments hereunder and, by entering into this Agreement, Executive agrees to accept the potential application of Code Section 409A and the other tax consequences of any payment made hereunder.

(ii) A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amount or benefit upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Code Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding anything to the contrary in this Agreement, if the Executive is deemed on the date of termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B), then with regard to any payment or the provision of any benefit that is considered "nonqualified deferred compensation" under Code Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such "separation from service" of the Executive, and (B) the date of the Executive's death, to the extent required under Code Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this Section 21(b)(ii) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to the Executive in a lump sum, and all remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(iii) To the extent that reimbursements or other in-kind benefits under this Agreement constitute "nonqualified deferred compensation" for purposes of Code Section 409A, (A) all such expenses or other reimbursements hereunder shall be made on or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by the Executive, (B) any right to such reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (C) no such reimbursement, expenses eligible for reimbursement, or in-kind benefits provided in any taxable year shall in any way affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year.

(iv) For purposes of Code Section 409A, the Executive's right to receive installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company.

(v) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment or benefit under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

VINCE HOLDING CORP

By: /s/ David Stefko

Name: David Stefko

Title: Chief Financial Officer & Treasurer

VINCE LLC

By: /s/ David Stefko

Name: David Stefko

Title: Chief Financial Officer & Treasurer

EMPLOYEE

/s/ Brendan Hoffman

Signature

Employment Agreement Signature Page

EXHIBIT A

OPTION GRANT AGREEMENT

NONQUALIFIED STOCK OPTION AGREEMENT
PURSUANT TO THE
VINCE HOLDING CORP. 2013 OMNIBUS INCENTIVE PLAN

* * * * *

Participant: Brendan L. Hoffman

Grant Date: October 22, 2015

Per Share Exercise Price: $3.99

Number of Shares subject to this Option: 500,000

* * * * *

ED STOCK OPTION AWARD AGREEMENT (this " Agreement "), dated as of the Grant Date specified above, is entered into by and between Vince Holding Corp., a corporation organized in the State of Delaware (the " Company "), and the Participant specified above, pursuant to the Vince Holding Corp. 2013 Omnibus Incentive Plan, as in effect and as amended from time to time (the " Plan "), which is administered by the Committee; and

WHEREAS, it has been determined under the Plan that it would be in the best interests of the Company to grant the Non-Qualified Stock Option provided for herein to the Participant.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

1. Incorporation By Reference; Plan Document Receipt . This Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments thereto adopted at any time and from time to time unless such amendments are expressly intended not to apply to the Award provided hereunder), all of which terms and provisions are made a part of and incorporated in this Agreement as if they were each expressly set forth herein. Any capitalized term not defined in this Agreement shall have the same meaning as is ascribed thereto in the Plan. The Participant hereby acknowledges receipt of a true copy of the Plan and that the Participant has read the Plan carefully and fully understands its content. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan shall control. No part of the Option granted hereby is intended to qualify as an "incentive stock option" under Section 422 of the Code.

2. Grant of Option . The Company hereby grants to the Participant, as of the Grant Date specified above, a Non-Qualified Stock Option (this " Option ") to acquire from the Company at the Per Share Exercise Price specified above, the aggregate number of shares of Common Stock specified above (the " Option Shares "). Except as otherwise provided by the Plan, the Participant agrees and understands that nothing contained in this Agreement provides, or is intended to

provide, the Participant with any protection against potential future dilution of the Participant's interest in the Company for any reason. The Participant shall have no rights as a stockholder with respect to any shares of Common Stock covered by the Option unless and until the Participant has become the holder of record of such shares, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such shares, except as otherwise specifically provided for in the Plan or this Agreement.

3. Vesting and Exercise .

(a) Vesting . Subject to the remaining provisions of Sections 3 hereof, the Option shall vest and become exercisable as follows, provided that the Participant has not incurred a Termination prior to each such vesting date:

Vesting Date	Number of Shares
First Anniversary of Grant Date	**25%**
Second Anniversary of Grant Date	**25%**
Third Anniversary of Grant Date	**25%**
Fourth Anniversary of Grant Date	**25%**

There shall be no proportionate or partial vesting in the periods prior to each vesting date and all vesting shall occur only on the appropriate vesting date, subject to the Participant's continued service with the Company or any of its Subsidiaries on each applicable vesting date. Upon expiration of the Option, the Option shall be cancelled and no longer exercisable. Notwithstanding the foregoing, in the event that the Participant's Termination by the Company without Cause or by the Participant for Good Reason (in each case, as defined and determined in accordance with the Participant's Employment Agreement by and between the Participant and the Company dated on or about the date hereof (the " Employment Agreement "), and such Termination referred to herein as a " Qualifying Termination "), the Participant shall immediately vest in an additional number of Options equal to the product of (i) the number of Options that would have vested on the next scheduled vesting date had the Participant's employment continued until such time and (ii) a fraction, the numerator of which is the number of calendar days that have elapsed since the most recent prior vesting date (or, in the event of the first year following the date hereof, the Grant Date) and the denominator of which is the total number of calendar days between the most recent prior vesting date (or, in the event of the first year following the date hereof, the Grant Date) and the next scheduled vesting date had the Participant's employment continued until such time; provided, however, if such termination occurs following the six-month anniversary of the Grant Date and prior to the first anniversary of the Grant Date, the fraction shall be 1.0.

(b) Committee Discretion to Accelerate Vesting . Notwithstanding the foregoing, the Committee may, in its sole discretion, provide for accelerated vesting of the Option at any time and for any reason.

(c) Change in Control . In the event of a Participant's Qualifying Termination during the period beginning three (3) months prior to and ending twelve (12) month following a Change in Control, then the Option, to the extent unvested and outstanding as

of such Termination, shall become fully vested upon the occurrence of the later of such Termination or the Change in Control.

(d) Expiration. Unless earlier terminated in accordance with the terms and provisions of the Plan and/or this Agreement, all portions of the Option (whether vested or not vested) shall expire and shall no longer be exercisable after the expiration of ten (10) years from the Grant Date.

4. Termination. Subject to the terms of the Plan and this Agreement, the Option, to the extent vested at the time of the Participant's Termination, shall remain exercisable as follows:

(a) Termination due to Death or Disability. In the event of the Participant's Termination by reason of death or Disability, the vested portion of the Option shall remain exercisable until the earlier of (i) one (1) year from the date of such Termination, and (ii) the expiration of the stated term of the Option pursuant to Section 3(d) hereof; provided, however, that in the case of a Termination due to Disability, if the Participant dies within such one (1) year exercise period, any unexercised Option held by the Participant shall thereafter be exercisable by the legal representative of the Participant's estate, to the extent to which it was exercisable at the time of death, for a period of one (1) year from the date of death, but in no event beyond the expiration of the stated term of the Option pursuant to Section 3(d) hereof.

(b) Qualifying Terminations. In the event of a Qualifying Termination, the vested portion of the Option shall remain exercisable until the earlier of (i) one hundred eighty (180) days from the date of such Termination, provided, however, any day during such one hundred eighty (180) day period that occurs during a "black out period" under the Company's Security Trading Policy which would be applicable to the Participant if the Participant remained an employee of the Company, shall not be counted for purposes of calculating such one hundred eighty (180) day period and (ii) the expiration of the stated term of the Option pursuant to Section 3(d) hereof.

(c) Voluntary Resignation. In the event of the Participant's voluntary Termination (other than a voluntary Termination described in Section 4(d) hereof), the vested portion of the Option shall remain exercisable until the earlier of (i) thirty (30) days from the date of such Termination, provided, however, any day during such thirty (30) day period that occurs during a "black out period" under the Company's Security Trading Policy which would be applicable to the Participant if the Participant remained an employee of the Company, shall not be counted for purposes of calculating such 30 day period and (ii) the expiration of the stated term of the Option pursuant to Section 3(d) hereof.

(d) Termination for Cause. Unless otherwise determined by the Committee, in the event of the Participant's Termination for Cause or in the event of the Participant's voluntary Termination (as provided in Section 4(c) hereof) after an event that would be grounds for a Termination for Cause, the Participant's entire Option (whether or not vested) shall terminate and expire upon such Termination.

(e) Treatment of Unvested Options upon Termination . Any portion of the Option that is not vested as of the date of the Participant's Termination for any reason shall terminate and expire as of the date of such Termination, after taking into account any accelerated vesting provided herein; provided, however that in the event of a Qualifying Termination that occurs prior to a Change in Control, any unvested Options that remain outstanding as of the Qualifying Termination (after taking into account any accelerated vesting provided herein) shall remain outstanding for the three (3) month period following such Qualifying Termination, and shall have the opportunity to vest if and only if a Change in Control occurs during such period and that accelerates the vesting of such Options pursuant to Section 3(c) . In the event that a Change in Control occurs during such three (3) month period, any Options that vest upon such a Change in Control shall expire at the time provided in Section 4 (b) . In the event that a Change in Control does not occur within such three (3) month period, the unvested Options shall immediately expire upon the end such period.

5. Method of Exercise and Payment . Subject to Section 8 hereof, to the extent that the Option has become vested and exercisable with respect to a number of shares of Common Stock as provided herein, the Option may thereafter be exercised by the Participant, in whole or in part, at any time or from time to time prior to the expiration of the Option as provided herein and in accordance with Sections 6.4(c) and 6.4(d) of the Plan, including, without limitation, by the filing of any written form of exercise notice as may be required by the Committee and payment in full of the Per Share Exercise Price specified above multiplied by the number of shares of Common Stock underlying the portion of the Option exercised. Notwithstanding the foregoing, the payment of the Per Share Exercise Price may be made at the election of the Participant either (i) through a "broker-dealer assisted" exercise procedure, to the extent permitted by applicable law, whereby the Participant delivers irrevocable instructions to a broker reasonably acceptable to the Committee to deliver promptly to the Company an amount equal to the Per Share Exercise Price or (ii) through having the Company withhold shares of Common Stock issuable upon exercise of the Option based on the Fair Market Value of the Common Stock on the payment date.

6. Non-Transferability . The Option, and any rights and interests with respect thereto, issued under this Agreement and the Plan shall not be sold, exchanged, transferred, assigned or otherwise disposed of in any way by the Participant (or any beneficiary of the Participant), other than by testamentary disposition by the Participant or the laws of descent and distribution. Notwithstanding the foregoing, the Committee may, in its sole discretion, permit the Option to be Transferred to a Family Member for no value, provided that such Transfer shall only be valid upon execution of a written instrument in form and substance acceptable to the Committee in its sole discretion evidencing such Transfer and the transferee's acceptance thereof signed by the Participant and the transferee, and provided, further, that the Option may not be subsequently Transferred other than by will or by the laws of descent and distribution or to another Family Member (as permitted by the Committee in its sole discretion) in accordance with the terms of the Plan and this Agreement, and shall remain subject to the terms of the Plan and this Agreement. Any attempt to sell, exchange, transfer, assign, pledge, encumber or otherwise dispose of or hypothecate in any way the Option, or the levy of any execution, attachment or similar legal process upon the Option, contrary to the terms and provisions of this Agreement and/or the Plan shall be null and void and without legal force or effect.

7. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the choice of law principles thereof.

8. Withholding of Tax. The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy any federal, state, local and foreign taxes of any kind (including, but not limited to, the Participant's FICA and SDI obligations) which the Company, in its sole discretion, deems necessary to be withheld or remitted to comply with the Code and/or any other applicable law, rule or regulation with respect to the Option and, if the Participant fails to do so, the Company may otherwise refuse to issue or transfer any shares of Common Stock otherwise required to be issued pursuant to this Agreement. Any minimum statutorily required withholding obligation with regard to the Participant may be satisfied by reducing the amount of cash or shares of Common Stock otherwise deliverable upon exercise of the Option.

9. Entire Agreement; Amendment. This Agreement, together with the Plan, contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties relating to such subject matter. The Committee shall have the right, in its sole discretion, to modify or amend this Agreement from time to time in accordance with and as provided in the Plan. This Agreement may also be modified or amended by a writing signed by both the Company and the Participant. The Company shall give written notice to the Participant of any such modification or amendment of this Agreement as soon as practicable after the adoption thereof.

10. Notices. Any notice hereunder by the Participant shall be given to the Company in writing and such notice shall be deemed duly given only upon receipt thereof by the General Counsel of the Company. Any notice hereunder by the Company shall be given to the Participant in writing and such notice shall be deemed duly given only upon receipt thereof at such address as the Participant may have on file with the Company.

11. No Right to Employment. Any questions as to whether and when there has been a Termination and the cause of such Termination shall be determined in the sole discretion of the Committee. Nothing in this Agreement shall interfere with or limit in any way the right of the Company, its Subsidiaries or its Affiliates to terminate the Participant's employment or service at any time, for any reason and with or without Cause.

12. Transfer of Personal Data. The Participant authorizes, agrees and unambiguously consents to the transmission by the Company (or any Subsidiary) of any personal data information related to the Option awarded under this Agreement for legitimate business purposes (including, without limitation, the administration of the Plan). This authorization and consent is freely given by the Participant.

13. Compliance with Laws. The issuance of the Option (and the Option Shares upon exercise of the Option) pursuant to this Agreement shall be subject to, and shall comply with, any applicable requirements of any foreign and U.S. federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act, the Exchange Act and in each case any respective rules and regulations promulgated thereunder) and any other law or regulation

applicable thereto. The Company shall not be obligated to issue the Option or any of the Option Shares pursuant to this Agreement if any such issuance would violate any such requirements.

14. Section 409A. Notwithstanding anything herein or in the Plan to the contrary, the Option is intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent.

15. Binding Agreement; Assignment. This Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant shall not assign (except in accordance with Section 6 hereof) any part of this Agreement without the prior express written consent of the Company.

16. Headings. The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

18. Further Assurances. Each party hereto shall do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as either party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated thereunder.

19. Severability. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

20. Acquired Rights. The Participant acknowledges and agrees that: (a) the Company may terminate or amend the Plan at any time; (b) the award of the Option made under this Agreement is completely independent of any other award or grant and is made at the sole discretion of the Company; (c) no past grants or awards (including, without limitation, the Option awarded hereunder) give the Participant any right to any grants or awards in the future whatsoever; and (d) any benefits granted under this Agreement are not part of the Participant's ordinary salary, and shall not be considered as part of such salary in the event of severance, redundancy or resignation.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF , the parties hereto have executed this Agreement as of the date first written above.

VINCE HOLDING CORP.

By: /s/ David Stefko

Name: David Stefko

Title: Chief Financial Officer & Treasurer

PARTICIPANT

/s/ Brendan Hoffman

Name: Brendan Hoffman

EXHIBIT B

GENERAL RELEASE

I, Brendan L. Hoffman, in consideration of and subject to the performance by VINCE, LLC (together with its parent and subsidiaries, the " Company "), of its obligations under the Employment Agreement dated as of October 22, 2015 (the " Agreement "), do hereby release and forever discharge as of the date hereof the Company and its respective parent, affiliates, subsidiaries and direct or indirect parent entities and all present, former and future directors, officers, agents, representatives, employees, successors and assigns of the Company and/or its respective affiliates, subsidiaries and direct or indirect parent entities (collectively, the " Released Parties ") to the extent provided below (this " General Release "). The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. I understand that any payments or benefits paid or granted to me under Section 7 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 7 of the Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates.

2. Except as provided in paragraphs 4 and 5 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counterclaims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date that this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, by reason of any matter, cause, or thing whatsoever, from the beginning of my initial dealings with the Company to the date of this General Release, and particularly, but without limitation of the foregoing general terms, any claims arising from or relating in any way to my employment relationship with the Company, the terms and conditions of that employment relationship, and the termination of that employment relationship (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993;

the Worker Adjustment Retraining and Notification Act; the Executive Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the " Claims "). I understand and intend that no reference herein to a specific form of claim, statute or type of relief is intended to limit the scope of this Release.

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay, and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided , however , that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving (i) any right to the Accrued Benefits or any severance benefits to which I am entitled under the Agreement, (ii) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents, as provided under Section 5(d) of the Agreement, or otherwise, or (iii) my rights as an equity or security holder in the Company or its affiliates.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law.

I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

8. I agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees.

9. I agree that, except to the extent that disclosure is otherwise required by applicable law, rule or regulation, this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel that I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone.

10. Any non-disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization or any governmental entity.

11. I and the Company hereby acknowledge that Section 5(d), Sections 7 through 13, 15, 17, and 18 through 21 of the Agreement shall survive my execution of this General Release.

12. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 1 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it.

13. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

14. Whenever possible, each provision of this General Release shall be interpreted in, such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

1. I HAVE READ IT CAREFULLY;

2. I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990, AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

3. I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

4. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

5. I HAVE HAD AT LEAST **[** 21 **][** 45 **]** DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE TO CONSIDER IT, AND THE CHANGES MADE SINCE MY RECEIPT OF THIS RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED **[** 21 **][** 45 **]** -DAY PERIOD;

6. I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

7. I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

8. I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED: DATED: Executive's Signature

Exhibit 10.5

TRANSITION SERVICES AND SEPARATION AGREEMENT

In consideration of the covenants undertaken and releases contained in this TRANSITION SERVICES AND SEPARATION AGREEMENT (hereinafter referred to as " Agreement "), Jill Granoff (" Executive ") on the one hand, and Vince Holding Corp. (the " Company ") on the other hand, agree as follows:

Executive and Company agree that the following facts are true:

(i) Executive was hired by Kellwood Company on or about May 4, 2012;

(ii) Executive and Kellwood Company entered into an Employment Agreement dated May 4, 2012 and amended as of December 30, 2012 and September 23, 2013, which agreement was assigned to and assumed by the Company on November 27, 2013 (the " Employment Agreement "), and the Executive was granted stock options pursuant to a Grant Agreement, dated May 4, 2012 and amended as of December 30, 2012 and November 26, 2013, under the Kellwood Company 2010 Stock Option Plan that was subsequently assigned to and assumed by the Company (the "2012 Stock Option Agreement"), and a November, 21 2014 grant agreement pursuant to the Company's 2013 Omnibus Incentive Plan (collectively with the 2012 Stock Option Agreement, the " Stock Option Agreements ");

(iii) Company will provide compensation and benefits to Executive consistent with the terms of the Employment Agreement;

NOW THEREFORE , in consideration of the promises herein contained, it is agreed as follows:

1. Facts Incorporated to Agreement . The above-mentioned facts are hereby incorporated into, and made a part of, this Agreement.

2. Termination of Employment . Executive's employment with the Company ended as of September 1, 2015 (the " Termination Date) . All salary, compensation, and perquisites of employment ceased as of the Termination Date. The Executive also resigns from all other positions, titles, duties, authorities and responsibilities (including without limitation from any board positions) with, arising out of or relating to Executive's employment with the Company and its subsidiaries and affiliates and agrees to execute all additional documents and take such further steps as may be required to effectuate such resignation.

3. Section 8(d) Payment . Following the effective date of the General Release (as defined in Section 4 below), and in exchange for the Executive's execution of the General Release and the Executive's compliance with the other terms and conditions of this Agreement and the Employment Agreement, the Company agrees to pay to the Executive (the " Section 8(d)

Payment ") as provided in, and in accordance with the terms of, Section 8(d) of the Employment Agreement . For the avoidance of doubt, such Se ction 8(d) Payment shall consist solely of the following.

(a) The Company shall pay the Accrued Benefits (as defined in the Employment Agreement).

(b) The Company shall continue to pay Executive the Executive's current base salary in accordance with Section 8(d)(ii) of the Employment Agreement, which, for the avoidance of doubt, shall be a maximum payment of $1,500,000.

(c) The Company shall directly pay the Executive's premiums under COBRA in accordance with Section 8(d)(iii) of the Employment Agreement.

4. Release . Pursuant to Section 9 of the Employment Agreement, the amounts described in Section 3 (other than the Accrued Benefits) hereof shall only be payable if the Executive delivers to the Company and does not revoke a general release of claims in favor of the Company in the form that was attached as Exhibit B to the Employment Agreement hereto, which has been included as Exhibit A to this Agreement (the " General Release ") and the General Release is executed and delivered (and no longer subject to revocation, if applicable) within sixty (60) days following the Termination Date.

5. Receipt of Compensation Due . Upon the conclusion of Executive's employment, the Company will pay Executive any Accrued Obligations (as defined in the Employment Agreement), together with reimbursement for any unpaid business expenses. Executive acknowledges and agrees that such payment was not made contingent on the execution of this Agreement. Executive also acknowledges and agrees that Executive has not been retaliated against for reporting any allegations of wrongdoing by the Company or its officers, including any allegations of corporate fraud.

6. Equity Grants .

(a) All of Executive's equity grants under the 2012 Stock Option Agreement vested as of the Termination Date (which shall consist of options to acquire 691,975 shares of the Company's common stock, plus an additional 76,256 of options vesting upon the Termination Date to reflect the pro-rata acceleration provided in Section 6(a) of the 2012 Stock Option Agreement, in each case having an exercise price of $5.75, shall be subject to the terms and conditions thereof, including the provision that vested options shall be exercisable for only the one year period after the Termination Date

(b) As provided for in the applicable stock plans and grant agreements, all equity grants that are unvested as of the Termination Date shall expire as of the Termination Date, and the Executive shall have no right or claim with respect to such grants. Executive acknowledges and agrees that, except as referenced in Section 6 (a) , the Executive has no further equity interests in the Company of any of its affiliates.

7. Restrictions . The Executive hereby agrees and reaffirms the covenants and agreements set forth in Section 10 the Employment Agreement and in Annex A to the Stock

Option Agreement, and any and all remedies applicable thereto in connection with the terms of such agreements. The Executive and the Company acknowledge and agree that these provisions expressly survive following the Termination Date and shall continue thereafter in accordance with their terms. For the avoidance of doubt, Executive may disclose the compensation paid to her prior to and under this Agreement to the extent such amounts have been made publicly available .

8. No Other Obligations . By signing this Agreement, Executive acknowledges and agrees that Executive shall not accrue or be entitled to any payments or benefits beyond the Termination Date except for the Section 8(d) Payment set forth in Section 3 of this Agreement and the survival of the Stock Option Agreements as set forth in Section 6 of this Agreement. Executive acknowledges that the Section 8(d) Payment is given in consideration for Executive's promises in this Agreement, the Employment Agreement and the Stock Option Agreements, and that such Section 8(d) Payment is contingent upon Executive's execution of the General Release and the satisfaction of the other conditions set forth in this Agreement, the Employment Agreement and the Stock Option Agreements.

9. Workers' Compensation . Executive represents and warrants that Executive has not suffered any workplace injury other than such injuries, if any, that Executive has previously reported to the Company in writing.

10. Tax Withholding . Each payment under this Agreement is set forth as a gross amount and is subject to all applicable tax withholdings. The Company is hereby authorized to withhold from any payment due hereunder the amount of withholding taxes due any federal, state or local authority in respect of such payment and to take such other action as may be necessary to satisfy all Company obligations for the payment of such withholding taxes.

11. Recoupment . To the extent required under applicable laws rules and regulations, the Company will be entitled to recoup, and the Executive will be required to repay, any payments or benefits pursuant to this Agreement.

12. Integration Clause . This document, the Employment Agreement and the Stock Option Agreements constitute the complete and entire Agreement between the parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements, representations, negotiations, and understandings between the parties, oral or written, express or implied, are hereby superseded and merged herein.

13. Modification of Agreement . This Agreement may be amended, changed, or modified only by a written document signed by all parties hereto. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

14. No Assignments; Binding Effect . Except as provided in this Section 14 , no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto. The Company may assign this Agreement to any successor to all or substantially all of the business and/or assets of the Company, provided that (a) the Company

shall require such successor to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place , and (b) the assignor shall remain jointly and severally liable for its obligations under this Agreement . As used in this Agreement, the term "Company" shall mean the Company and any successor to its business and/or assets, which assumes and agrees to perform the duties and obligations of the Company under this Agreement by operation of law or otherwise. This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors and administrators (including the Executive's estate, in the event of the Executive's death), and their respective permitted successors and assigns.

15. Severability and Enforceability . Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

16. Singular/Plural . As used in this Agreement, the singular or plural number shall be deemed to include the other whenever the content so indicates or requires.

17. Counterparts . This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed and/or pdf e-mailed signatures shall be deemed valid as if they were inked originals.

18. Advice of Counsel . Executive acknowledges and agrees that Executive has carefully read this Agreement; that Executive has had the opportunity to consult an attorney, and has been advised to do so, to have any questions concerning this Agreement explained to Executive; that Executive fully understands the Agreement's final and binding effect; that the only promises made to Executive to sign this Agreement are those stated above; and that Executive is signing this Agreement voluntarily.

19. Governing Law; Jurisdiction . This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of New York without regard to its choice of law provisions. Each of the parties agrees that any dispute between the parties shall be resolved only in the courts of the State of New York or the United States District Court for the Southern District of New York and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto irrevocably and unconditionally (a) submits in any proceeding relating to this Agreement or the Executive's employment by the Company or any affiliate, or for the recognition and enforcement of any judgment in respect thereof (a " Proceeding "), to the exclusive jurisdiction of the courts of the State of New York, the court of the United States of America for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Proceeding shall be heard and determined in such New York State court or, to the extent permitted by law, in such federal court, (b) consents that any such Proceeding may and shall be brought in such courts and waives any objection that the Executive or the Company may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same, (c)

WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE EXECUTIVE'S EMPLOYMENT BY THE COMPANY OR ANY AFFILIATE OF THE COMPANY, OR THE EXECUTIVE'S OR THE COMPANY'S PERFORMANCE UNDER, OR THE ENFORCEMENT OF, THIS AGREEMENT, (d) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at the Executive's or the Company's address as provided in Section 21 hereof, and (e) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by the laws of the State of New York.

20. Information Regarding ADEA and OWBPA . Executive acknowledges that as required by the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA), Executive has received information regarding the group of individuals, pursuant to which employees who are terminated and sign a release will be eligible for severance pay. Executive further acknowledges that Executive has received on Exhibit B attached hereto a written description of the job titles and ages of all individuals eligible for severance pay and the ages of all individuals in the same job classifications who are not selected for termination.

21. Miscellaneous Provisions .

(a) Under no circumstances shall Executive execute Exhibit A prior to the Termination Date.

(b) Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered by email and (i) personally or (ii) sent by certified, registered or express or overnight mail, postage prepaid, and shall be deemed given when emailed and delivered personally, or, if mailed, four (4) days after the date of mailing or the next day after overnight mail, as follows:

If the Company, to:
Vince Holding Corp
500 Fifth Avenue, 20th Floor
New York, NY 10110
Attention: SVP, Human Resources
Telephone: (212) 515-2664
Email: Mwallace @vince.com

With a copy to:
Vince Holding Corp
500 Fifth Avenue, 20th Floor
New York, NY 10110
Attention: General Counsel
Telephone: 212-515-2650

If the Executive, to the Executive's home and office addresses reflected in the Company's records

With a copy to:
David B. Wechsler, Esq.
Wechsler & Cohen, LLP
17 State Street, 15 th Floor
New York, NY 10004
Telephone: 212-847-7915
Email: dwechsler@wechco.com

IN WITNESS WHEREOF, this Agreement has been executed as of the date reflected below:

DATED: September 26, 2015

Jill Granoff

Jill Granoff

DATED: October 6, 2015

VINCE HOLDING CORP

By: /s/ Melissa Wallace

Melissa Wallace
Senior Vice President, Human Resources

EXHIBIT A
GENERAL RELEASE

I, Jill Granoff, in consideration of and subject to the performance by Vince Holding Corp. (together with its subsidiaries, the " Company "), of its obligations under the Transition Services and Separation Agreement, dated as of September 26 th , 2015 (the " Agreement "), do hereby release and forever discharge as of the date hereof the Company and Sun Capital Partners V, L.P., Sun Capital Securities Fund, L.P. and Sun Capital Securities Offshore Fund, Ltd. and their respective affiliates and all present, former and future managers, directors, officers, employees, successors and assigns of the Company and Sun Capital Partners V, L.P., Sun Capital Securities Fund, L.P. and Sun Capital Securities Offshore Fund, Ltd. and their affiliates and direct or indirect owners (collectively, the " Released Parties ") to the extent provided below (this " General Release "). The Released Parties are intended to be third-party beneficiaries of this General Release, and this General Release may be enforced by each of them in accordance with the terms hereof in respect of the rights granted to such Released Parties hereunder. Terms used herein but not otherwise defined shall have the meanings given to them in the Agreement.

1. I understand that any payments or benefits paid or granted to me under Section 3 of the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. I understand and agree that I will not receive certain of the payments and benefits specified in Section 3 of the Agreement unless I execute this General Release and do not revoke this General Release within the time period permitted hereafter. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates.

2. Except as provided in paragraphs 4 and 5 below and except for the provisions of the Agreement which expressly survive the termination of my employment with the Company, I knowingly and voluntarily (for myself, my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counter claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date that this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or are connected with my employment with, or my separation or termination from, the Company (including, but not limited to, any allegation, claim or violation, arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state, or federal law, regulation or ordinance; or under any

public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress, defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the " Claims ").

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action, or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the Age Discrimination in Employment Act of 1967 which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement shall not serve as the basis for any claim or action (including, without limitation, any claim under the Age Discrimination in Employment Act of 1967).

5. I agree that I hereby waive all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever in respect of any Claim, including, without limitation, reinstatement, back pay, front pay, and any form of injunctive relief. Notwithstanding the above, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding; provided, however, that I disclaim and waive any right to share or participate in any monetary award resulting from the prosecution of such charge or investigation or proceeding. Additionally, I am not waiving (i) any right to the Accrued Benefits, severance benefits or other rights to which I am entitled under the Agreement, (ii) any claim relating to directors' and officers' liability insurance coverage or any right of indemnification under the Company's organizational documents or otherwise, or (iii) my rights as an equity or security holder in the Company or its affiliates.

6. In signing this General Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state or local statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, or in the event I should seek to recover against the Company in any Claim brought by a governmental agency on my behalf, this General Release shall serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this General Release.

7. I agree that neither this General Release, nor the furnishing of the consideration for this General Release, shall be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

8. I agree that this General Release and the Agreement are confidential and agree not to disclose any information regarding the terms of this General Release or the Agreement, except to my immediate family and any tax, legal or other counsel I have consulted regarding the meaning or effect hereof or as required by law, and I will instruct each of the foregoing not to disclose the same to anyone.

9. Any non disclosure provision in this General Release does not prohibit or restrict me (or my attorney) from responding to any inquiry about this General Release or its underlying facts and circumstances by the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self regulatory organization or any governmental entity.

10. I hereby acknowledge that Sections 8 through 21 of the Employment Agreement shall survive my execution of this General Release.

11. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of the release set forth in paragraph 2 above and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it.

12. Notwithstanding anything in this General Release to the contrary, this General Release shall not relinquish, diminish, or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof.

13. Whenever possible, each provision of this General Release shall be interpreted in, such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this General Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

1. I HAVE READ IT CAREFULLY;

2. I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963, THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED;

3. I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

4. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT AND I HAVE DONE SO OR, AFTER CAREFUL READING AND CONSIDERATION, I HAVE CHOSEN NOT TO DO SO OF MY OWN VOLITION;

5. I HAVE HAD AT LEAST 45 DAYS FROM THE DATE OF MY RECEIPT OF THIS RELEASE TO CONSIDER IT, AND THE CHANGES MADE SINCE MY RECEIPT OF THIS RELEASE ARE NOT MATERIAL OR WERE MADE AT MY REQUEST AND WILL NOT RESTART THE REQUIRED 45 DAY PERIOD;

6. I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

7. I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

8. I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

SIGNED: /s/ Jill Granoff DATED: September 26, 2015

EXHIBIT B

ADEA WAIVER INFORMATION

The following is a listing of the job titles and ages of employees who were and were not selected for termination and offered consideration for signing the waiver. Except for those employees selected for termination, no other employee is eligible or offered consideration in exchange for signing the waiver:

Individuals Selected for Termination To Receive Severance Pay

Job Titles	**Age**
Chief Executive Officer	53
Chief Financial Officer and Treasurer	48
SVP General Counsel & Secretary (prior)	51
SVP Retail	47
President & Chief Creative Officer	45

Individuals Not Selected for Termination
In Same Job Classification or Organizational Unit

SVP Operations	51
SVP Human Resources	57
SVP Wholesale	38
VP E-Commerce	47
SVP General Counsel & Secretary (current)	53

Exhibit 10.6

CONFIDENTIAL SEVERANCE AGREEMENT AND GENERAL RELEASE

In consideration of the covenants undertaken and releases contained in this CONFIDENTIAL SEVERANCE AGREEMENT AND GENERAL RELEASE (hereinafter referred to as "Agreement"), Lisa Klinger ("Employee") on the one hand, and Vince Holding Corp. (the "Company") on the other side, agree as follows:

Employee and Company agree that the following facts are true:

1) Employee was hired by Kellwood Company on or about December 10, 2012;

2) Employee and Kellwood Company entered into an Employment Letter dated November 2, 2012, which agreement was assigned to and assumed by the Company on November 27, 2013 (the "Employment Letter"), and the Employee was granted stock options pursuant to a Stock Option Agreement with Kellwood Company dated December 10, 2012 that was subsequently assigned to and assumed by the Company (as amended, the "Stock Option Agreement");

3) Employee was employed by Company on an "at-will" basis;

4) Employee's employment with Company ended effective June 25, 2015;

5) Company wishes to provide severance compensation to Employee consistent with the terms of the Employment Letter;

6) Employee and the Company each believe that they have dealt fairly and legally with each other, and neither has any intent to pursue any claims against the other. However, in exchange for the severance compensation under this Agreement, Employee and the Company desire to settle fully and settle finally all actual and/or potential claims between them concerning the above-referenced employment relationship including, but in no way limited to, any claims that might arise out of Employee's employment and/or the termination thereof.

NOW THEREFORE, in consideration of the promises herein contained, it is agreed as follows:

1. Facts Incorporated to Agreement. The above-mentioned facts are hereby incorporated into, and made a part of, this Agreement.

2. Denial of Liability. This Agreement shall not in any way be construed as an admission by the Company of any breaches of contract, statutory violations, wrongful acts or acts of discrimination whatsoever against Employee or any other person, and the Company specifically disclaims any liability to, or discrimination against Employee or any other person, on the part of itself, its employees, or its agents.

3. Termination of Employment. Employee's employment with the Company was terminated by the Company effective as of June 25, 2015 (the "Termination Date"). All salary, compensation, and perquisites of employment will cease as of the Termination Date. Employee will not seek, re-employment with the Company. The Employee is also hereby removed and terminated from, and hereby resigns, effective as of the Termination Date, from all other positions, titles, duties, authorities and responsibilities (including without limitation from any board positions) with, arising out of or relating to his employment with the Company and its subsidiaries and affiliates and agrees to execute all additional documents and take such further steps as may be required to effectuate such removal and termination.

4. Severance Payment. In exchange for Employee's agreement to the terms of this Agreement and the covenants contained in the Employment Letter, Company shall provide Employee only with the following payments and benefits (collectively, the "Severance Payment"):

(a) The Company shall continue to pay Employee the Employee's current base salary of $520,000 per annum, less tax withholdings and authorized deductions, pursuant to the Company's normal payroll practices and procedures, for twelve (12) months, or such earlier date that other employment, is earlier accepted by the Employee (such period, the "Severance Period"). These continued salary payments shall

begin not mor e than ten (10) business days af ter both the Company and Employee have executed this Agreement.

(b) If the Employee makes a timely election of continued health benefit coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Company will continue to pay the employer portion of the associated monthly premium during the Severance Period. Employee will be responsible to pay the associated employee portion of the monthly premium directly to DISCOVERY BENEFITS as directed by the Company in order to be covered by COBRA. Attached as Exhibit A is a summary of the health care continuation obligation for the Company and the Employee. Effective the first day of the month following the last date of the Company COBRA subsidy, Employee will be responsible to pay 100% of the COBRA premium to continue healthcare insurance for the remainder of the applicable COBRA period.

Employee's right to receive any payments described in this paragraph, which are not already required by law, is expressly conditioned upon: (i) the absence of any breach by Employee of this Agreement and the terms of each of the Employment Letter and the Stock Option Agreement, including but not limited to the non-compete, confidentiality, non-solicit and non-disparagement, provisions of this Agreement, the Employment Letter, and the Stock Option Agreement; and (ii) the absence of any misconduct by Employee on or after the date of termination that is harmful to the Company, its property, its goodwill, or its customers (such as, by way of example but not limitation, vandalism by Employee to Company property).

By signing this Agreement, Employee acknowledges and agrees that Employee shall not accrue or be entitled to any payments or benefits beyond the Termination Date except for the Severance Payment set forth in this Paragraph 4 of the Agreement. Employee acknowledges that the Severance Payment is given in consideration for Employee's promises in this Agreement, the Employment Letter and the Stock Option Agreement, and that such Severance Payment is contingent upon Employee's execution of this Agreement and the satisfaction of the other conditions set forth in this Agreement, the Employment Letter and the Stock Option Agreement. Employee further acknowledges that Employee has not been subjected to any discrimination or retaliation on account of Employee's age and that Employee is unaware of any basis to believe that Employee has any claims under the Age Discrimination in Employment Act.

5. Receipt of Compensation Due. Upon the conclusion of Employee's employment, the Company will pay Employee any final wages and accrued vacation payments due and owing to Employee through Employee's Termination Date. Employee acknowledges and agrees that such payment was not made contingent on the execution of this Agreement. Employee also acknowledges and agrees that Employee has not suffered any on-the-job injury for which Employee has not already filed a claim, that Employee has been reasonably accommodated and provided with the opportunity to engage in the interactive process with respect to any injury or disability Company has been made aware of, that Employee has been properly provided any leave of absence due to Employee's or a family member's health condition, and that Employee has not been subjected to any improper treatment, conduct or actions due to or related to any request by Employee for or taking of any leave of absence because of Employee's own or a family member's health condition, nor has Employee been denied any leave requested under the Family and Medical Leave Act. Employee also acknowledges and agrees that Employee has not been retaliated against for reporting any allegations of wrongdoing by the Company or its officers, including any allegations of corporate fraud.

6. Equity Grants.

(a) All of Employee's equity grants vested as of the Termination Date (which consist of options to acquire 78,634 shares of the Company's common stock at an exercise price of $5.75 granted on December 10, 2012 under the Stock Option Agreement) shall be subject to the terms and conditions of the applicable grant agreements, including the provision that vested options shall be exercisable for only the thirty (30) day period after the Termination Date, except to the extent expressly set forth in the Stock Option Agreement. (per letter, 30 days after current quiet period)

(b) As provided for in the applicable stock plans and grant agreements, all equity grants that are unvested as of the Termination Date shall expire as of the Termination Date, and the Employee shall have no right or claim with respect to such grants.

7. Restrictions. The Employee hereby agrees and reaffirms the covenants and agreements set forth in the Employment Letter and in the Stock Option Agreement, including without limitation the non-compete, non-solicitation and non-int e rf e r e nce covenants contained in Annex A to the Stock Option Agreement.

8. Remedies. The Parties acknowledge and agree that the Employee's breach or threatened breach of any of the restrictions referenced in Section 7 of this Agreement will result in irreparable and continuing damage to the Company for which there may be no adequate remedy at law and that the Company shall be entitled to equitable relief, including specific performance and injunctive relief as remedies for any such breach or threatened or attempted breach. The Employee hereby consents to the grant of a temporary restraining order or an injunction (temporary or otherwise) against the Employee or the entry of any other court order against the Employee prohibiting and enjoining him from violating, or directing him to comply with, any provision of Section 7. The Employee also agrees that such remedies shall be in addition to any and all remedies, including damages, available to the Company and its subsidiaries and affiliates against him for such breaches or threatened or attempted breaches.

9. Neutral Job Reference. The Company agrees to provide Employee with a neutral job reference for all written and telephone requests to include only the following: job title and dates of employment.

10. Return of Company Property. Employee agrees to turn over to the Company by no later than the Termination Date, all Company property, including but not limited to Company laptop and mobile phone, and shall acknowledge such if requested by the Company.

11. Confidentiality. Employee represents and agrees that Employee will keep the terms, amount and fact of this Agreement confidential, and will keep Employee's claims and allegations against the Company or any of its affiliates or subsidiaries, if any, confidential. Employee further represents that Employee will not hereafter disclose any information concerning Employee claims or this Agreement to anyone, including, but by no means limited to, any past, present or prospective employee or applicant for employment of the Company or any of its affiliates or subsidiaries,. Nothing herein shall prevent Employee from disclosing any part of this Agreement or the information contained herein to Employee's legal counsel, tax advisor, or spouse, so long as such disclosure is accompanied by a warning that the recipient must keep the information confidential.

12. Use of Agreement in Proceedings. This Agreement may not be used in evidence in any proceedings of any kind, except in an action alleging a breach of this Agreement. It shall not be a breach of this Agreement for either party to comply with a valid court order or subpoena requiring the disclosure of any information about this Agreement, so long as, in the case of Employee, Employee notifies the Company of such court order, and allows it the opportunity to move to quash such order. -

13. Confidential Information. Employee acknowledges that Employee has been provided with or exposed to confidential and proprietary information and trade secrets of the Releasees (as defined below) and other entities and individuals with which a Releasee does business, including but not limited to non-public information, data and documents relating to the Company's business plans, finances, strategies, processes, procedures, designs, customers, construction plans, photographs, techniques, and other non-public information regarding the Company's business ("Confidential Information"). During and following his or her employment with the Company, Employee agrees not to disclose (without the express written authorization of the Company) any Confidential Information which Employee acquired, learned or developed as an employee of the Company, to any other person or entity, or to use such information in any manner that is detrimental to the interests of the Company or entities or individuals with whom the Company does business, for so long as such Confidential Information may remain confidential.

14. General Release. Employee understands and agrees that, his signing this Agreement, in exchange for the Severance Payment that Employee will receive under Paragraph 4 above, Employee is irrevocably and unconditionally waiving, releasing and forever discharging, and promising not to sue the Company and each of the Company's owners, shareholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, franchisees, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and all persons acting by, under or in concert with any of them (collectively "Releases"), and each of them, from any and all claims, wages, demands, actions, class actions, rights, liens, agreements, contracts, covenants, suits, causes of action, charges. grievances, obligations, debts, costs, expenses, penalties, attorneys' fees, damages, judgments, orders and liabilities of any kind,

known or unknown, suspected or unsuspected, and whether or not concealed or hidden, arising out of or in any way connected with Employee ' s employment relationship with, or the termination of Employee ' s employment with, any of the Released Parties, including but in no way limited to , any act or omission committed or omitted prior to the date of execution of this Agreement. T his general release of claims includes, but is in no way limited to, any and all wage and hour claims, claims for wrongful discharge, breach of contract, violation of public policy, tort, or violation of any statute, constitution or regulation, including but not limited to any violation of Title VII of the Civil Rights Act of 1964 , as amended; the Age Discrimination in Employment Act, as amended; the Americans with Disabilities Act, as amended ; the Family and Me dical Le ave Act , as amended ; the Fair L abor Standards Act , as amended ; the E mployee Retirement Income Security Act of 1974 , as amended ; 42 U .S.C. Section 1981; the Older Workers Benefit Protection Act; the Civil Rights Act of 1866, 1871, 1964 and 1991 ; the Rehabilitation Act of 1973 ; the Equal Pay Act of 1963 ; the Vietnam Veteran ' s Readjustment Assistance Act of 1974; the Occupational Safety and Health Act; and the Immigration Reform and Control Act of 1986 ; the New York Human Rights Law; the New York City Administrative Code (including the New York City Human Rights Law), as amended ; and / or any other alleged violations of any federal, state or local law , regulation or ordinance, and/or contract, includin g without limitation, tort law or public policy claims, having any bearing whatsoever on Employee ' s employment by and the termination of Employee's employment with the Company , including, but not limited to , any claim for wrongful discharge, back pay , vacation pay , sick pay , wage, commission or bonus payment, attorneys' fees, costs, and / or future wage loss. Nothing herein shall prohibit Employee from f iling a Charge of Discrimination or cooperating with the Equal E mployment Opportunity Commission (or similar state or local agency) in any investigation, charge or proceeding, provided that Employee agrees that she will accept no monetary compensation in connection with any matter brought on Employee ' s behalf.

The foregoing release does not extend to Employee's right to receive (i) indemnification under any statute (ii) claims under the ADEA that may arise after the date Employee signs this Agreement; or (iii) any other rights or claims under applicable federal, state or local law that cannot be waived or released by private agreement as a matter of law. Employee understands that nothing in the release shall preclude Employee from filing a claim for unemployment or workers' compensation insurance. Employee understands that nothing in this release shall preclude Employee from filing a charge or complaint with any state or federal government agency or to participate or cooperate in such a matter; Employee agrees, however, to waive and release any right to seek or receive monetary damages resulting from any such charge or complaint or any action or proceeding brought by such government agency.

This release applies to claims or rights that Employee may possess either individually or as a class member, and Employee waives and releases any right to participate in or receive money or benefits from any class action settlement or judgment after the date this Agreement is signed that relates in any way to Employee's employment with Company.

This release is binding on Employee's heirs, family members, dependents, beneficiaries, executors, administrators, successors and assigns.

The obligations stated in this release are intended as full and complete satisfaction of any and all claims the Employee has now, or has had in the past. By signing this release, Employee specifically represents that Employee has made reasonable effort to become fully apprised of the nature and consequences of this release, and that Employee understands that if any facts with respect to any matter covered by this release are found to be different from the facts Employee now believes to be true, Employee accepts and assumes that risk and agrees that this release shall be effective notwithstanding such differences. Employee expressly agrees that this release shall extend and apply to all unknown, unsuspected and unanticipated injuries and damages.

Employee promises not to pursue any claim that Employee has settled by this release. If Employee breaks this promise, Employee agrees to pay all of Company's costs and expenses (including reasonable attorneys' fees) related to the defense of any claims. Employee understands that nothing in this Agreement shall be deemed to preclude Employee from challenging the knowing and voluntary nature of this release before a court or the Equal Employment Opportunity Commission ("EEOC"), or from filing a charge with the EEOC, the National Labor Relations Board, or any other federal, state or local agency charged with the enforcement of any employment laws. Employee understands, however, that, by signing this release. Employee is waiving the right to monetary recovery based on claims asserted in such a charge or complaint.

15. Voluntary Waiver . E mployee further understands and acknowledges that this Agreement constitutes a voluntary waiver of any and all rights and claims E mployee has against the Company as of the date of the exec ution of this Agreement, and E mployee has expressly waived rights or claims pursuant to this Agreement in exchange for consideration, th e v alue of which exceeds payment or remuneration to which Employee was already entitled.

16. Workers' Compensation. Employee represents and warrants that Employee has not suffered any workplace injury other than such injuries, if any, that Employee has previously reported to the Company in writing.

17. Mutual Non-Disparagement Clause.

(a) Employee agrees not to make any negative or derogatory remarks or statements, whether orally or in writing, or otherwise engage in any act that is intended or may be reasonably be expected to harm the reputation, business, prospects or other operations of the Company, any member of its management, board of directors, any of their respective subsidiaries or affiliates, or any investor or shareholder in the Company unless as required by law or an order of a court or governmental agency with jurisdiction.

(b) The Company agrees that neither its executive officers or directors will defame or disparage, or otherwise engage in any act that is intended or may be reasonably be expected to harm the reputation, business, prospects or other interests of the Employee, unless as required by law or an order of a court or governmental agency with jurisdiction.

(c) The terms of this paragraph 17 supersede any other non-disparagement covenant agreed to by the Employee.

18. Employee's Cooperation Obligations. The Employee agrees to cooperate in the defense of the Company against any threatened or pending litigation or in any investigation or proceeding that relates to any events or actions which occurred during or prior to the term of the Employee's employment with the Company. Furthermore, the Employee agrees to cooperate in the prosecution of any claims and lawsuits brought by the Company or any of its affiliates that are currently outstanding or that may in the future be brought relating to matters which occurred during or prior to the term of the Employee's employment with the Company, From and after the Termination Date, except as requested by the Company or as required by law, the Employee shall not comment upon any (i) threatened or pending claim or litigation (including investigations or arbitrations) involving the Company or (ii) threatened or pending government investigation involving the Company. In addition, the Employee shall not disclose any confidential or privileged information in connection with any pending litigation or investigation or proceeding without the consent of the Company and shall give prompt notice to the Company of any request therefor. If the Employee is required to cooperate in the defense of the Company in accordance with this Section 18, the Company shall pay the Employee a reasonable per diem fee, in addition to any expense reimbursement, for such assistance, based on the Employee's annual base salary rate immediately preceding the Termination Date.

19. Compliance with Law. This Agreement is intended to comply with applicable law. Without limiting the foregoing, this Agreement is intended to comply with the requirements of section 409A of the internal Revenue Code ("409A"), and, specifically, with the separation pay and short term deferral exceptions of 409A. Notwithstanding anything herein to the contrary, separation may only be made upon a "separation from service" under 409A and only in a manner permitted by 409A. For purposes of 409A, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may you, directly or indirectly, designate the calendar year of payment. All reimbursements and in-kind benefits provided in this Agreement shall be made or provided in accordance with the requirements of 409A (including, where applicable, the reimbursement rules set forth in the regulations issued under 409A). If you are a "specified employee" of a publicly traded corporation on your termination date (as determined by the Company in accordance with 409A), to the extent required by 409A, separation pay due under this Agreement will be delayed for a period of six months. Any separation pay that is postponed because of 409A will be paid to you (or, if you die, your beneficiary) within 30 days after the end of the six-month delay period.

20. Tax Withholding. Each pay under this Agreement is set forth as a gross amount and is subject to all applicable tax withholdings. The Company is hereby authorized to withhold from any payment due hereunder the amount of withholding taxes due any federal, state or local authority in respect of such payment and to take such other action as may be necessary to satisfy all Company obligations for the payment of such withholding taxes.

21. Recoupment. To the extent required under applicable laws rules and regulations, the Company will be entitled to recoup, and the Employee will be required to repay, any payments or benefits pursuant to this Agreement.

22. Integration Clause. This document, the Employment Letter and the Stock Option Agreement constitute the complete and entire Agreement between the parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements, representations, negotiations, and understandings between the parties, oral or written, express or implied, are hereby superseded and merged herein.

23. Modification of Agreement. This Agreement may be amended, changed, or modified only by a written document signed by all parties hereto. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

24. Warranty Regarding Non-Assignment. Employee represents that Employee has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim or any portion thereof or interest therein. If any Claim should be made or instituted against the Releases, or any of them, because of any such purported assignment, Employee agrees to indemnify and hold harmless the Releases, and each of them, against any such Claim, including necessary expenses of investigation, attorneys' fees and costs.

25. Warranty Regarding Complaints. Employee represents that Employee has not filed or authorized the filing of any complaints, charges, or lawsuits against the Releases, or any of them, with any federal, slate, or local court, governmental agency or administrative agency, and that if, unbeknownst to Employee, such a complaint, charge or lawsuit has been filed on Employee's behalf, Employee will use Employee's best efforts to cause it immediately to be withdrawn and dismissed with prejudice. Employee further agrees to execute any and all further documents and to perform any and all further acts reasonably necessary or useful in carrying out the provisions and purposes of this Agreement.

26. Severability and Enforceability. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be pan of this Agreement.

27. Singular/Plural. As used in this Agreement, the singular or plural number shall be deemed to include the other whenever the content so indicates or requires.

28. Attorneys' Fees. In any action or other proceeding to enforce rights hereunder, the prevailing party shall receive an award of costs and expenses related to such proceeding, including attorneys' fees.

29. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed signatures shall be deemed valid as if they were inked originals.

30. No Reliance By Employee. Employee represents and acknowledges that in executing this Agreement Employee does not rely and has not relied upon any representation or statement made by any of the Releasees or by any of the Releasees' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

31. Advice of Counsel. Employee further states that Employee has carefully read this Agreement; that Employee has had the opportunity to consult an attorney, and has been advised to do so, to have any questions concerning this Agreement explained to Employee; that Employee fully understands the Agreement's final and binding effect; that the only promises made to Employee to sign this Agreement are those stated above; and that Employee is signing this Agreement voluntarily.

32. Employee Review Period. Employee specifically acknowledges that: (i) the Company has advised the Employee to retain counsel to have this Agreement reviewed and explained to Employee; (ii) Employee was

allowed a period of up to at least forty-five (45) days to review and consider this Agreement, and has had the opportunity to make counter-proposals to the Agreement; (iii) the Company has advised the Employee to retain a translator or interpreter as necessary to have this Agreement reviewed and explained to Employee, and has advised the Employee that a translator or interpreter can be provided at the Company ' s expense for the purposes of doing so; and (iv) Employee fully understands the language set forth in this Agreement as written, translated or interpreted, and by signing below , Employee acknowledges that she has taken any steps she believes to be necessary for her to fully comprehend all portions of this Agreement. If Employee should execute it prior to the expiration of the forty-five day consideration period, knowingly waives Employee ' s right to consider this Agreement for forty- five days.

33. Information Regarding ADEA and OWBPA. Employee acknowledges that as required by the Age Discrimination in Employment Acts (ADEA) and the Older Workers Benefit Protection Act (OWBPA). Employee has received information regarding the group of individuals, pursuant to which employees who are terminated and sign a release will be eligible for severance pay. Employee further acknowledges that Employee has received on Exhibit B attached hereto a written description of the job titles and ages of all individuals eligible for severance pay and the ages of all individuals in the same job classifications who are not selected for termination.

34. Seven-Day Revocation Period. Employee acknowledges that Employee may, for ae period of seven (7) calendar days following the date of execution of this Agreement by Employee, revoke Employee's acceptance of this Agreement. Employee's execution of this Agreement shall not become effective until after expiration of this seven-day period. Any revocation of Employee's acceptance of this Agreement must be done in writing and delivered to a management employee of the Company before the close of business on the seventh calendar day.

35. Miscellaneous Provisions.

a. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of New York, without regard to conflict of law principles.

b. The Parties agree irrevocably to submit to the exclusive jurisdiction of the federal courts or, if no federal jurisdiction exists, the state courts, located in the County of New York, NY, for the purposes of any suit, action or other proceeding brought by any Party arising out of any breach of any of the provisions of this Agreement and hereby waive, and agree not to assert by way of motion, as a defense or otherwise, in any such suit, action, or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that the provisions of this Agreement may not be enforced in or by such courts. **SUBJECT TO APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING FROM THIS AGREEMENT.**

c. Under no circumstances shall Employee execute this Agreement prior to the Termination Date.

d. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express or overnight mail, postage prepaid, and shall be deemed given when so delivered personally, telegraphed, telexed, or sent by facsimile transmission (with written confirmation received) or , if mailed, four (4) days after the date of mailing or the next day a f ter overnight mail, as follows:

(i) If the Company, to:

Vince Holding Corp
500 Fifth Avenue, 20 th Floor
New York, NY 10110
Attention: SVP, Human Resources
Telephone: (212) 515-2664
Email: M.Wallace@vince.com

With a copies to:

Vince Holding Corp
500 Fifth Avenue, 20 th Floor
New York, NY 10110
Attention: General Counsel
Telephone: 212-515-2650

(ii) If the Employee, to the Employee's home and office addresses reflected in the Company's records

IN WITNESS WHEREOF, this Agreement has been executed as of the date reflected below:

DATED: 7/03/15

By: /s/ Lisa Klinger
Lisa Klinger

DATED: 8/6/15

VINCE HOLDING CORP

By: /s/ Melissa Wallace
Melissa Wallace
Senior Vice President, Human Resources

EXHIBIT A

HEALTH CARE CONTINUATION

- Medical benefits will terminate on June 30, 2015
- COBRA continuation coverage for the duration of the Severance Period. If Employee elects COBRA within 60 days of the date that her coverage is terminated:
    - The company will continue to pay the employer portion of the monthly premium
        - Medical Premium Plan (family coverage) Employer monthly portion: $819.87
        - Dental Premier Plan (family coverage) – Employer monthly portion: $26.80
    - Employee will be responsible for paying the employee potion of the monthly premium
        - Medical Premium Plan (family coverage) – Employee monthly portion: $373.75
        - Dental Premium Plan (family coverage) – Employee monthly portion: $114.96
        - Vision (family coverage) – Employee responsible for full monthly premium $21.54
        - Flexible Spending Account Employee monthly contribution amount: $99.99

EXHIBIT B

ADEA WAIVER INFORMATION

The following is a listing of the job titles and ages of employees who were and were not selected for termination and offered consideration for signing the waiver, Except for those employees selected for termination, no other employee is eligible or offered consideration in exchange for signing the waiver:

Individuals Selected for Termination To Receive Severance Pay

Job Titles	**Age**
Chief Financial Officer	48
SVP General Counsel & Secretary	51
SVP Retail	47

Individuals Not Selected for Termination
In Same Job Classification or Organizational Unit

President & Chief Creative Officer	45
SVP Operations	51
SVP Human Resources	57
SVP Wholesale	38
VP E-Commerce	47

Exhibit 10.7

SEVERANCE AGREEMENT AND GENERAL RELEASE

In consideration of the covenants undertaken and releases contained in this CONFIDENTIAL SEVERANCE AGREEMENT AND GENERAL RELEASE (hereinafter referred to as "Agreement"), Karin Gregersen McLennan (" Employee ") on the one hand, and Vince, LLC (the " Company ") on the other side, agree as follows:

Employee and Company agree that the following facts are true:

(i) Employee was hired by the Company and commenced employment on May 13, 2013;

(ii) Employee and the Company entered into an Employment Agreement dated March, 2013 (the "Employment Agreement"), and the Employee was granted stock options pursuant to a Grant Agreement, dated June 10, 2013, under the Kellwood Company 2010 Stock Option Plan that was subsequently assigned to and assumed by the Company and a November, 21 2014 grant agreement pursuant to the Company's 2013 Equity Incentive Plan (collectively, the " Stock Option Agreements ");

(iii) Employee was employed by Company on an "at-will" basis;

(iv) Employee's employment with Company ended effective July 16, 2015 by virtue of Employee's termination without cause, as defined in paragraph 11 of the Employment Agreement;

(v) Company wishes to provide separation compensation to Employee consistent with the terms of paragraph 11 of the Employment Agreement;

(vi) Employee and the Company each believe that they have dealt fairly and legally with each other, and neither has any intent to pursue any claims against the other. However, in exchange for the severance compensation under this Agreement, Employee and the Company desire to settle fully and settle finally all actual and/or potential claims between them concerning the above-referenced employment relationship including, but in no way limited to, any claims that might arise out of Employee's employment and/or the termination thereof.

NOW THEREFORE, in consideration of the promises herein contained, it is agreed as follows:

1. Facts Incorporated to Agreement . The above-mentioned facts are hereby incorporated into, and made a part of, this Agreement.

2. Denial of Liability . This Agreement shall not in any way be construed as an admission by the Company or Employee of any breaches of contract, statutory violations, wrongful acts or acts of discrimination whatsoever against Employee, the Company, or any other person, and the Company and Employee specifically disclaim any liability to, or discrimination against

one another or any other person, on the part of themselves respective ly , and with regard to the Company, on the part of its employees, or its agents.

3. Termination of Employment . Employee's employment with the Company was terminated by the Company without cause effective as of July 16, 2015 (the " Termination Date "). All salary, compensation, and perquisites of employment will cease as of the Termination Date except as otherwise set forth in the Employment Agreement and herein. The Employee is also hereby removed and terminated from, and hereby resigns, effective as of the Termination Date, from all other positions, titles, duties, authorities and responsibilities (including without limitation from any board positions) with, arising out of or relating to his employment with the Company and its subsidiaries and affiliates and agrees to execute all additional documents and take such further steps as may be required to effectuate such removal and termination.

4. Severance Payment . In exchange for Employee's agreement to the terms of this Agreement and the covenants contained in the Employment Agreement, Company shall provide Employee with the payments and benefits set forth in Section 11 of the Employment Agreement (collectively, the " Severance Payment "). For the avoidance of doubt, in addition to payments set forth in paragraph 5 below, to which the Company acknowledges and agree Employee is entitled regardless of whether Employee executes this Agreement, the Company will also pay the Employee the Severance Payments, which shall consist of the following.

(a) The Company shall continue to pay Employee the Employee's current base salary of $780,000 per annum, less tax withholdings and authorized deductions, pursuant to the Company's normal payroll practices and procedures, for twelve (12) months, or, if earlier, until Employee secures other employment which pays the Employee a base salary equal to or greater than $780,000 (such period, the " Severance Period "); provided, however, that in the event Employee obtains other employment which pays the Employee a base salary less than $780,000, then Executive's severance payments shall immediately become subject to offset by the amount of Executive's new base salary and guaranteed incentive compensation, if any, from such other employment that is received by Employee during the Severance Period.

(b) The Company shall pay Employee a pro-rated Annual Bonus for fiscal year 2015 based soley on the achievement of the pre-established financial performance goals for the Company under the 2014-2015 Short Term Incentive Plan, which pro ration will be based on the number of days Employee was employed in such fiscal year, payable at such time such payment would have been made if Executive had been remained employed by Employer. If the Employee makes a timely election of continued health benefit coverage under the Consolidated Omnibus Budget Reconciliation Act (" COBRA "), the Company will continue to pay the employer portion of the associated monthly premiums during the Severance Period. Employee will be responsible to pay the associated employee portion of the monthly premium directly to DISCOVERY BENEFITS as directed by the Company in order to be covered by COBRA. Effective the first day of the month following the last date of the Company COBRA subsidy, Employee will become responsible to pay 100% of the COBRA premium to continue healthcare insurance for the remainder of the applicable COBRA period.

(c) Subject to the terms and conditions of the Stock Option Agreements, Employee may retain any vested options, as set forth further in paragraph 6 below.

Employee's right to receive any payments described in this paragraph, which are not already required by law, is expressly conditioned upon: (i) the absence of any breach by Employee of this Agreement and the terms of each of the Employment Agreement and the Stock Option Agreement, including but not limited to the non-compete, confidentiality, non-solicit and non-disparagement, provisions of the Employment Agreement as modified herein , and the Stock Option Agreement; and (ii) the absence of any misconduct by Employee on or after the date of termination that is harmful to the Company, its property, its goodwill, or its customers (such as, by way of example but not limitation, vandalism by Employee to Company property).

By signing this Agreement, Employee acknowledges and agrees that Employee shall not accrue or be entitled to any payments or benefits beyond the Termination Date except for the Severance Payment set forth in this Section 4 of this Agreement and as otherwise set forth herein (paragraph 5). Employee acknowledges that the Severance Payment is given in consideration for Employee's promises in this Agreement, the Employment Agreement and the Stock Option Agreement, and that such Severance Payment is contingent upon Employee's execution of this Agreement and the satisfaction of the other conditions set forth in this Agreement, the Employment Agreement and the Stock Option Agreement. Employee further acknowledges that Employee has not been subjected to any discrimination or retaliation on account of Employee's age and that Employee is unaware of any basis to believe that Employee has any claims under the Age Discrimination in Employment Act.

5. Receipt of Compensation Due . Upon the conclusion of Employee's employment, the Company will pay Employee any final wages and accrued vacation payments due and owing to Employee through Employee's Termination Date. Employee acknowledges and agrees that such payment was not made contingent on the execution of this Agreement. Employee also acknowledges and agrees that Employee has not suffered any on-the-job injury for which Employee has not already filed a claim, that Employee has been reasonably accommodated and provided with the opportunity to engage in the interactive process with respect to any injury or disability Company has been made aware of, that Employee has been properly provided any leave of absence due to Employee's or a family member's health condition, and that Employee has not been subjected to any improper treatment, conduct or actions due to or related to any request by Employee for or taking of any leave of absence because of Employee's own or a family member's health condition, nor has Employee been denied any leave requested under the Family and Medical Leave Act. Employee also acknowledges and agrees that Employee has not been retaliated against for reporting any allegations of wrongdoing by the Company or its officers, including any allegations of corporate fraud.

6. Equity Grants .

(a) All of Employee's equity grants vested as of the Termination Date (which consist of options to acquire 68,148 shares of the Company's common stock at an exercise price of $6.64 granted on January 10, 2013 under the Stock Option Agreement) shall be subject to the terms and conditions of the applicable grant agreements and any and all amendments thereto, including, but not limited to, the First Amendment to the Grant Agreement, which the Company acknowledges applies to you. For the avoidance of any doubt, your consideration period in which to exercise the stock options (the "Consideration Period") shall not commence until September 8, 2015, which is the date

that the current trading blackout under the Company's Insider Trading Policy will end . Moreover, the length of the Consideration Period shall be thirty (30) days from September 8 , 2015 , as provided for in your Grant Agreement. .

(b) As provided for in the applicable stock plans and grant agreements, all equity grants that are unvested as of the Termination Date shall expire as of the Termination Date, and the Employee shall have no right or claim with respect to such grants.

7. Restrictions .

(a) The Employee hereby agrees and reaffirms the covenants and agreements set forth in Sections 12 through 16 Employment Agreement and in the Stock Option Agreement, including without limitation the non-compete, non-solicitation and non-interference covenants contained in Annex A to the Stock Option Agreement, and will abide by all such covenants and agreements, as expressly modified herein. Executive acknowledge and agrees that such provisions shall survive the Termination Date in accordance with their terms.

(b) The Company hereby agrees that the non-compete restrictions set forth in paragraph 12 of the Employment Agreement and paragraph 3 of Annex A to the Stock Option Agreement are hereby modified and expressly limited so as to preclude Employee only from working for or with, or providing services to, the following competitors during the Restricted Period:

Theory
Helmut Lang
Rag & Bone
DVF
J Crew
James Perse
Joie
J Brand
John Varvatos
Eileen Fisher Kit and Ace Brunello Cucinelli Sandro/Maje

8. Remedies . The Parties acknowledge and agree that the Employee's breach or threatened breach of any of the restrictions referenced in Section 7 of this Agreement will result in irreparable and continuing damage to the Company for which there may be no adequate remedy at law and that the Company shall be entitled to equitable relief, including specific performance and injunctive relief as remedies for any such breach or threatened or attempted breach. The Employee hereby consents to the grant of a temporary restraining order or an injunction (temporary or otherwise) against the Employee or the entry of any other court order against the Employee

prohibiting and enjoining him from violating, or directing him to comply with, any provision of Section 7. The Employee also agrees that such remedies shall be in addition to any and all remedies, including damages, available to the Company and its subsidiaries and affiliates against him for such breaches or threatened or attempted breaches.

9. Neutral Job Reference . The Company agrees to provide Employee with a neutral job reference for all written and telephone requests to include only the following: job title and dates of employment.

10. Return of Company Property . Employee agrees to turn over to the Company by no later than the Termination Date, all Company property, including but not limited to Company laptop and mobile phone, and shall acknowledge such if requested by the Company. Provided, however, that notwithstanding the foregoing, Company acknowledges that upon commencement of employment Employee transferred her personal telephone number to her work iPhone and hereby agrees, at Company's cost, to transfer that phone number back to Employee for continued use.

11. Use of Agreement in Proceedings . This Agreement may not be used in evidence in any proceedings of any kind, except in an action alleging a breach of this Agreement, or to otherwise enforce its terms. It shall not be a breach of this Agreement for either party to comply with a valid court order or subpoena requiring the disclosure of any information about this Agreement, so long as, the obligated party notifies the other party of such court order, and allows it the opportunity to move to quash such order.

12. General Release . Employee understands and agrees that, by signing this Agreement, in exchange for the Severance Payment that Employee will receive under Section 4 above, Employee is irrevocably and unconditionally waiving, releasing and forever discharging, and promising not to sue the Company and each of the Company's owners, shareholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, franchisees, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and all persons acting by, under or in concert with any of them (collectively " Releasees "), and each of them, from any and all claims, wages, demands, actions, class actions, rights, liens, agreements, contracts, covenants, suits, causes of action, charges, grievances, obligations, debts, costs, expenses, penalties, attorneys' fees, damages, judgments, orders and liabilities of any kind, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, arising out of or in any way connected with Employee's employment relationship with, or the termination of Employee's employment with, any of the Released Parties, including but in no way limited to, any act or omission committed or omitted prior to the date of execution of this Agreement. This general release of claims includes, but is in no way limited to, any and all wage and hour claims, claims for wrongful discharge, breach of contract, violation of public policy, tort, or violation of any statute, constitution or regulation, including but not limited to any violation of Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act, as amended; the Americans with Disabilities Act, as amended; the Family and Medical Leave Act, as amended; the Fair Labor Standards Act, as amended; the Employee Retirement Income Security Act of 1974, as amended; 42 U.S.C. Section 1981; the Older Workers Benefit Protection Act; the Civil Rights Act of 1866, 1871, 1964, and 1991; the Rehabilitation Act of 1973; the Equal Pay Act of 1963;

the Vietnam Veteran's Readjustment Assistance Act of 1974; the Occupational Safety and Health Act; and the Immigration Reform and Control Act of 1986; the New York Human Rights Law; the New York City Administrative Code (including the New York City Human Rights Law), as amended; and/or any other alleged violations of any federal, state or local law, regulation or ordinance, and/or contract, including without limitation, tort law or public policy claims, having any bearing whatsoever on Employee's employment by and the termination of Employee's employment with the Company, including, but not limited to, any claim for wrongful discharge, back pay, vacation pay, sick pay, wage, commission or bonus payment, attorneys' fees, costs, and/or future wage loss. Nothing herein shall prohibit Employee from filing a Charge of Discrimination or cooperating with the Equal Employment Opportunity Commission (or similar state or local agency) in any investigation, charge or proceeding, provided that Employee agrees that she will accept no monetary compensation in connection with any matter brought on Employee's behalf.

The foregoing release does not extend to Employee's right to receive (i) indemnification under any statute (ii) claims under the ADEA that may arise after the date Employee signs this Agreement; or (iii) any other rights or claims under applicable federal, state or local law that cannot be waived or released by private agreement as a matter of law. Employee understands that nothing in the release shall preclude Employee from filing a claim for unemployment or workers' compensation insurance. Employee understands that nothing in this release shall preclude Employee from filing a charge or complaint with any state or federal government agency or to participate or cooperate in such a matter; Employee agrees, however, to waive and release any right to seek or receive monetary damages resulting from any such charge or complaint or any action or proceeding brought by such government agency.

This release applies to claims or rights that Employee may possess either individually or as a class member, and Employee waives and releases any right to participate in or receive money or benefits from any class action settlement or judgment after the date this Agreement is signed that relates in any way to Employee's employment with Company.

This release is binding on Employee's heirs, family members, dependents, beneficiaries, executors, administrators, successors and assigns.

The obligations stated in this release are intended as full and complete satisfaction of any and all claims the Employee has now, or has had in the past. By signing this release, Employee specifically represents that Employee has made reasonable effort to become fully apprised of the nature and consequences of this release, and that Employee understands that if any facts with respect to any matter covered by this release are found to be different from the facts Employee now believes to be true, Employee accepts and assumes that risk and agrees that this release shall be effective notwithstanding such differences. Employee expressly agrees that this release shall extend and apply to all unknown, unsuspected and unanticipated injuries and damages.

Employee promises not to pursue any claim that Employee has settled by this release. If Employee knowingly breaks this promise, Employee agrees to pay all of Company's costs and expenses (including reasonable attorneys' fees) related to the defense of any claims. Employee understands that nothing in this Agreement shall be deemed to preclude Employee from challenging the knowing and voluntary nature of this release before a court or the Equal Employment Opportunity

Commission (" EEOC "), or from filing a charge with the EEOC, the National Labor Relations Board, or any other federal, state or local agency charged with the enforcement of any employment laws. Employee understands, however, that, by signing this release, Employee is waiving the right to monetary recovery based on claims asserted in such a charge or complaint.

13. Voluntary Waiver . Employee further understands and acknowledges that this Agreement constitutes a voluntary waiver of any and all rights and claims Employee has against the Company as of the date of the execution of this Agreement, and Employee has expressly waived rights or claims pursuant to this Agreement in exchange for consideration, the value of which exceeds payment or remuneration to which Employee was already entitled.

14. Workers' Compensation . Employee represents and warrants that Employee has not suffered any workplace injury other than such injuries, if any, that Employee has previously reported to the Company in writing.

15. Mutual Non-Disparagement Clause .

(a) Employee agrees not to make any negative or derogatory remarks or statements, whether orally or in writing, or otherwise engage in any act that is intended or may be reasonably be expected to harm the reputation, business, prospects or other operations of the Company, any member of its management, board of directors, any of their respective subsidiaries or affiliates, or any investor or shareholder in the Company unless as required by law or an order of a court or governmental agency with jurisdiction.

(b) The Company agrees that neither its executive officers or directors will defame or disparage, or otherwise engage in any act that is intended or may be reasonably be expected to harm the reputation, business, prospects or other interests of the Employee, unless as required by law or an order of a court or governmental agency with jurisdiction.

(c) The terms of this Section 15 supersede any other non-disparagement covenant agreed to by the Employee.

16. Employee's Cooperation Obligations . The Employee agrees to reasonably cooperate in the defense of the Company against any threatened or pending litigation or in any investigation or proceeding that relates to any events or actions which occurred during or prior to the term of the Employee's employment with the Company, to the extent that such cooperation is not otherwise readily available from a current employee of the Company. Furthermore, the Employee agrees to reasonably cooperate in the prosecution of any claims and lawsuits brought by the Company or any of its affiliates that are currently outstanding or that may in the future be brought relating to matters which occurred during or prior to the term of the Employee's employment with the Company, provided that such cooperation will not interfere with Employee's then current personal or professional obligations. From and after the Termination Date, except as requested by the Company or as required by law, the Employee shall not comment upon any (i) threatened or pending claim or litigation (including investigations or arbitrations) involving the Company or (ii) threatened or pending government investigation involving the Company. In addition, the Employee shall not disclose any confidential or privileged information in connection with any pending litigation or investigation or proceeding without the consent of the Company and

shall give prompt notice to the Company of any request therefor. If the Employee is required to cooperate in the defense of the Company in accordance with this Section 16 , the Company shall pay the Employee a reasonable per diem fee, in addition to any expense reimbursement, for such assistance, based on the Employee's annual base salary rate immediately preceding the Termination Date.

17. Compliance with Law . This Agreement is intended to comply with applicable law. Without limiting the foregoing, this Agreement is intended to comply with the requirements of section 409A of the Internal Revenue Code (" 409A "), and, specifically, with the separation pay and short term deferral exceptions of 409A. Notwithstanding anything herein to the contrary, separation may only be made upon a "separation from service" under 409A and only in a manner permitted by 409A. For purposes of 409A, the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may you, directly or indirectly, designate the calendar year of payment. All reimbursements and in-kind benefits provided in this Agreement shall be made or provided in accordance with the requirements of 409A (including, where applicable, the reimbursement rules set forth in the regulations issued under 409A). If you are a "specified employee" of a publicly traded corporation on your termination date (as determined by the Company in accordance with 409A), to the extent required by 409A, separation pay due under this Agreement will be delayed for a period of six months. Any separation pay that is postponed because of 409A will be paid to you (or, if you die, your beneficiary) within 30 days after the end of the six-month delay period.

18. Tax Withholding . Each payment under this Agreement is set forth as a gross amount and is subject to all applicable tax withholdings. The Company is hereby authorized to withhold from any payment due hereunder the amount of withholding taxes due any federal, state or local authority in respect of such payment and to take such other action as may be necessary to satisfy all Company obligations for the payment of such withholding taxes.

19. Recoupment . To the extent required under applicable laws rules and regulations relating to claims of fraud or any other misconduct that resulted in material misstatement of the Company's financial results or any other material misstatement in the Company's public disclosures. the Company will be entitled to recoup, and the Employee will be required to repay, any payments or benefits pursuant to this Agreement.

20. Integration Clause . This document, the Employment Agreement and the Stock Option Agreement constitute the complete and entire agreement between the parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions of their agreement. Any and all prior agreements, representations, negotiations, and understandings between the parties, oral or written, express or implied, are hereby superseded and merged herein.

21. Modification of Agreement . This Agreement may be amended, changed, or modified only by a written document signed by all parties hereto. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

22. Warranty Regarding Non-Assignment . Employee represents that Employee has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim or any portion thereof or interest therein. If any Claim should be made or instituted against the Releasees, or any of them, because of any such purported assignment, Employee agrees to indemnify and hold harmless the Releasees, and each of them, against any such Claim, including necessary expenses of investigation, attorneys' fees and costs.

23. Warranty Regarding Complaints . Employee represents that Employee has not filed or authorized the filing of any complaints, charges, or lawsuits against the Releasees, or any of them, with any federal, state, or local court, governmental agency or administrative agency, and that if, unbeknownst to Employee, such a complaint, charge or lawsuit has been filed on Employee's behalf, Employee will use Employee's best efforts to cause it immediately to be withdrawn and dismissed with prejudice. Employee further agrees to execute any and all further documents and to perform any and all further acts reasonably necessary or useful in carrying out the provisions and purposes of this Agreement.

24. Severability and Enforceability . Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

25. Singular/Plural . As used in this Agreement, the singular or plural number shall be deemed to include the other whenever the content so indicates or requires.

26. Attorneys' Fees . In any action or other proceeding to enforce rights hereunder, the prevailing party shall receive an award of costs and expenses related to such proceeding, including attorneys' fees.

27. Counterparts . This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed signatures shall be deemed valid as if they were inked originals.

28. No Reliance By Employee . Employee represents and acknowledges that in executing this Agreement Employee does not rely and has not relied upon any representation or statement made by any of the Releasees or by any of the Releasees' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

29. Advice of Counsel . Employee further states that Employee has carefully read this Agreement; that Employee has had the opportunity to consult an attorney, and has been advised to do so, to have any questions concerning this Agreement explained to Employee; that Employee fully understands the Agreement's final and binding effect; that the only promises made to Employee to sign this Agreement are those stated above; and that Employee is signing this Agreement voluntarily.

30. Employee Review Period . Employee specifically acknowledges that: (i) the Company has advised the Employee to retain counsel to have this Agreement reviewed and explained to Employee; (ii) Employee was allowed a period of up to at least forty-five (45) days to review and consider this Agreement, and has had the opportunity to make counter-proposals to

the Agreement; (iii) the Company has advised the Employee to retain a translator or interpreter as necessary to have this Agreement reviewed and explained to Employee, and has advised the Employee that a translator or interpreter can be provided at the Company's expense for the purposes of doing so; and (iv) Employee fully understands the language set forth in this Agreement as written, translated or interpreted, and by signing below, Employee acknowledges that she has taken any steps she believes to be necessary for her to fully comprehend all portions of this Agreement. If Employee should execute it prior to the expiration of the forty-five day consideration period, knowingly waives Employee's right to consider this Agreement for forty-five days.

31. Information Regarding ADEA and OWBPA . Employee acknowledges that as required by the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA), Employee has received information regarding the group of individuals, pursuant to which employees who are terminated and sign a release will be eligible for severance pay. Employee further acknowledges that Employee has received on Exhibit A attached hereto a written description of the job titles and ages of all individuals eligible for severance pay and the ages of all individuals in the same job classifications who are not selected for termination.

32. Seven-Day Revocation Period . Employee acknowledges that Employee may, for a period of seven (7) calendar days following the date of execution of this Agreement by Employee, revoke Employee's acceptance of this Agreement. Employee's execution of this Agreement shall not become effective until after expiration of this seven-day period. Any revocation of Employee's acceptance of this Agreement must be done in writing and delivered to a management employee of the Company before the close of business on the seventh calendar day.

33. Miscellaneous Provisions .

(a) This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of New York, without regard to conflict of law principles.

(b) The Parties agree irrevocably to submit to the exclusive jurisdiction of the federal courts or, if no federal jurisdiction exists, the state courts, located in the County of New York, NY, for the purposes of any suit, action or other proceeding brought by any Party arising out of any breach of any of the provisions of this Agreement and hereby waive, and agree not to assert by way of motion, as a defense or otherwise, in any such suit, action, or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that the provisions of this Agreement may not be enforced in or by such courts. SUBJECT TO APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING FROM THIS AGREEMENT.

(c) Under no circumstances shall Employee execute this Agreement prior to the Termination Date.

(d) Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express or overnight mail, postage prepaid, and shall be deemed given when so delivered personally, telegraphed, telexed, or sent by facsimile transmission (with written confirmation received) or, if mailed, four (4) days after the date of mailing or the next day after overnight mail, as follows:

If the Company, to:
Vince Holding Corp
500 Fifth Avenue, 20th Floor
New York, NY 10110
Attention: SVP, Human Resources
Telephone: (212) 515-2664
Email: M.wallace @vince.com

With a copies to:
Vince Holding Corp
500 Fifth Avenue, 20th Floor
New York, NY 10110
Attention: General Counsel
Telephone: 212-515-2650

If the Employee, to the Employee's home and office addresses reflected in the Company's records

IN WITNESS WHEREOF, this Agreement has been executed as of the date reflected below:

DATED: September 15, 2015

By: /s/ Karin Gregersen McLennan

Karin Gregersen McLennan

DATED: September 28, 2015

VINCE, LLC

By: /s/ Melissa Wallace

Melissa Wallace
Senior Vice President, Human Resources

EXHIBIT A

ADEA WAIVER INFORMATION

The following is a listing of the job titles and ages of employees who were and were not selected for termination and offered consideration for signing the waiver. Except for those employees selected for termination, no other employee is eligible or offered consideration in exchange for signing the waiver:

Individuals Selected for Termination To Receive Severance Pay

Job Titles	**Age**
Chief Executive Officer	53
SVP General Counsel & Secretary (prior)	51
SVP Retail	47
President & Chief Creative Officer	45

Individuals Not Selected for Termination
In Same Job Classification or Organizational Unit

SVP Operations	51
SVP Human Resources	57
SVP Wholesale	38
VP E-Commerce	47
SVP General Counsel & Secretary (current)	53

Exhibit 31.1

CEO CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(15 U.S.C. SECTION 1350)

I, Brendan L. Hoffman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Vince Holding Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Brendan L. Hoffman
Brendan L. Hoffman
Chief Executive Officer
(principal executive officer)
December 10, 2015

Exhibit 31.2

CFO CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
(15 U.S.C. SECTION 1350)

I, David Stefko, certify that:

1. I have reviewed this annual report on Form 10-Q of Vince Holding Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ David Stefko
David Stefko
Chief Financial Officer and Treasurer
(principal financial and accounting officer)
December 10, 2015

Exhibit 32.1

CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 (18 U.S.C. SECTION 1350)

In connection with the Quarterly Report of Vince Holding Corp. (the "Company"), on Form 10-Q for the quarter ended October 31, 2015 as filed with the Securities and Exchange Commission (the "Report"), Brendan L. Hoffman, Chief Executive Officer of the Company, does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company at the dates and for the periods indicated in the Report.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

The undersigned expressly disclaims any obligation to update the foregoing certification except as required by law.

/s/ Brendan L. Hoffman
Brendan L. Hoffman
Chief Executive Officer
(principal executive officer)
December 10, 2015

Exhibit 32.2

CERTIFICATIONS OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002 (18 U.S.C. SECTION 1350)

In connection with the Quarterly Report of Vince Holding Corp. (the "Company"), on Form 10-Q for the quarter ended October 31, 2015 as filed with the Securities and Exchange Commission (the "Report"), David Stefko, Chief Financial Officer of the Company, does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company at the dates and for the periods indicated in the Report.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

The undersigned expressly disclaims any obligation to update the foregoing certification except as required by law.

/s/ David Stefko
David Stefko
Chief Financial Officer and Treasurer
(principal financial and accounting officer)
December 10, 2015