As filed with the United States Securities and Exchange Commission on August 10, 2017

No. 333- 219155

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

AMENDMENT NO. 2
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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-20 th Floor
New York, New York 10110
(212) 515-2600
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

David Stefko
Executive Vice President, Chief Financial Officer
500 5 th Avenue-20 th Floor
New York, New York 10110
(212) 515-2600
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:
Gerald T. Nowak, P.C.
Bradley Reed
Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
(312) 862-2000

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to registered additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☒

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Proposed Maximum Aggregate Offering Price (2)**	**Amount of Registration Fee**
Common stock, par value $0.01 per share, issuable upon exercise of rights	$30,001,775(4)	$3,478(5)
Rights to purchase common stock (1)	N/A	N/A(3)

(1) The rights to purchase shares of common stock are being issued without consideration to the holders of the Company's common stock as of the record date. This registration statement relates to: (a) non-transferable subscription rights to purchase common stock of the Company, which subscription rights are to be issued to holders of the Company's common stock, and (b) the shares of common stock deliverable upon the exercise of the non-transferable subscription rights pursuant to the subscription rights offering.
(2) Estimated solely for purpose of calculating the amount of registration fee pursuant to Rule 457(o).
(3) Evidencing non-transferable rights to purchase shares of common stock. Pursuant to Rule 457(g), no separate registration fee is payable with respect to the rights being offered because the subscription rights are being registered in the same registration statement as the common stock underlying the rights.
(4) Represents the gross proceeds from the assumed exercise of all subscription rights to be issued.
(5) $3,477 was previously paid in connection with the initial filing of the Form S-3 Registration Statement.

The registrant hereby amends this Registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities act of 1933 or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Table of Contents

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. The prospectus is not an offer to sell these securities nor a solicitation of an offer to buy these securities in any jurisdiction where the offer and sale is not permitted.

Subject to Completion, August 10, 2017

VINCE HOLDING CORP.

Up to 66,670,610 Shares of Common Stock
Issuable Upon Exercise of Rights to Subscribe for Such Shares at $0.45 per Share

We are distributing at no charge to the holders of our common stock on August 14, 2017, which we refer to as the record date, non-transferable rights to purchase up to an aggregate of 66,670,610 new shares of our common stock. We will distribute to you, a rights holder, one non-transferable right for every share of our common stock that you own on the record date. Each right entitles the holder to purchase 1.3475 shares of our common stock, which we refer to as the subscription right, at the subscription price of $0.45 per whole share of common stock, which we refer to as the subscription price. Rights holders who fully exercise their subscription rights will be entitled to subscribe for additional shares of our common stock that remain unsubscribed as a result of any unexercised subscription rights, which we refer to as the over-subscription right. The over-subscription right allows a rights holder to subscribe for an additional amount equal to up to an aggregate of 9.99% of our outstanding shares of common stock after giving effect to the consummation of the transactions contemplated by the Rights Offering and the Investment Agreement, subject to certain limitations and pro rata allocations. We refer to the subscription rights and over-subscription rights collectively as rights. Rights may only be exercised in aggregate for whole numbers of shares of our common stock; no fractional shares of our common stock will be issued in this offering.

The rights will expire at 5:00 p.m., New York City time, on August 30, 2017, which date we refer to as the expiration date, unless extended as described herein. We may extend the period for exercising the rights, subject to the terms of the Investment Agreement described below. Rights that are not exercised prior to the expiration date will expire and have no value. There is no minimum number of shares of our common stock that we must sell in order to complete this offering.

Our shares of common stock are traded on the New York Stock Exchange, or NYSE, under the symbol "VNCE." The closing price of our shares of common stock on August 9, 2017 was $0.53 per share. The rights are non-transferable and will not be listed for trading on the NYSE or any other securities exchange or automated quotation system.

We have entered into an investment agreement, or the Investment Agreement, with Sun Cardinal, LLC, or Sun Cardinal, and SCSF Cardinal, LLC, or SCSF Cardinal, under which we have agreed to issue and sell to Sun Cardinal and SCSF Cardinal, and Sun Cardinal and SCSF Cardinal have agreed to purchase from us, at a price per share equal to the subscription price, an aggregate number of shares of our common stock equal to (x) $30.0 million minus (y) the aggregate proceeds of this offering, which we refer to as the Backstop Commitment, subject to the terms and conditions of the Investment Agreement. As of the record date for this offering, Sun Cardinal and SCSF Cardinal, together with their affiliates, beneficially owned approximately 58% of our common stock, and four of our eight directors are affiliated with Sun Cardinal, SCSF Cardinal or their affiliates. As holders of our common stock on the record date, Sun Cardinal, SCSF Cardinal and their affiliates will have the right to exercise their subscription rights and their over-subscription rights in this offering, although they are not required to do so. The purchase of shares of our common stock by Sun Cardinal and SCSF Cardinal pursuant to the Backstop Commitment would be effected in a transaction exempt from the registration requirements of the Securities Act of 1933, as amended, or the Securities Act, and would not be registered pursuant to the registration statement of which this prospectus forms a part.

This offering is being made directly by us. We are not using an underwriter or selling agent. We have engaged Broadridge Corporate Issuer Solutions, Inc., or Broadridge, to serve as our subscription and information agent for this offering. Broadridge will hold in escrow the funds we receive from subscribers until we complete or cancel this offering.

An investment in our common stock involves risks. See " Risk Factors " beginning on page 9 of this prospectus. We and our board of directors are not making any recommendation regarding your exercise of the rights. As a result of the terms of this offering, stockholders who do not fully exercise their rights will own, upon completion of this offering, a smaller proportional interest in us than otherwise would be the case had they fully exercised their rights. See "Risk Factors—Risks Related to Our Structure and This Offering—Your interest in us may be diluted as a result of this offering" in this prospectus for more information.

Neither the Securities and Exchange Commission, or the SEC, nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

If you have any questions or need further information about this offering, please call Broadridge, our information agent for this offering, at +1 (855) 793-5068 (toll-free).

It is anticipated that delivery of the common stock purchased in this offering will be made on or about September 6, 2017.

The date of this prospectus is , 2017

TABLE OF CONTENTS

ABOUT THIS PROSPECTUS

You should rely only on the information contained in this prospectus or any free writing prospectus we may authorize to be delivered to you. We have not, and have not authorized anyone else, to provide you with different or additional information. We are not making an offer of securities in any state or other jurisdiction where the offer is not permitted. You should not assume that the information contained in this prospectus is accurate as of any date other than the date on the front of this prospectus regardless of its time of delivery, and you should not consider any information in this prospectus or in the documents incorporated herein by reference to be investment, legal or tax advice. We encourage you to consult your own counsel, accountant and other advisors for legal, tax, business, financial and related advice regarding an investment in our securities.

As used in this prospectus, “Vince,” “Company,” “we,” “our” and “us” refer to Vince Holding Corp. and its wholly-owned subsidiaries, including Vince Intermediate Holding, LLC and Vince, LLC, unless the context otherwise requires.

PROSPECTUS SUMMARY

The following summary provides an overview of certain information about Vince and this offering and may not contain all the information that is important to you. This summary is qualified in its entirety by, and should be read together with, the information contained in other parts of this prospectus and the documents we incorporate by reference. You should read this entire prospectus and the documents that we incorporate by reference carefully before making a decision about whether to invest in our securities. References to "fiscal 2016" mean the fiscal year ended January 28, 2017, "fiscal 2015" mean the fiscal year ended January 30, 2016, and "fiscal 2014" mean the fiscal year ended January 31, 2015.

Overview

Established in 2002, Vince is a global luxury brand best known for utilizing luxe fabrications and innovative techniques to create a product assortment that combines urban utility and modern effortless style. From its edited core collection of ultra-soft cashmere knits and cotton tees, Vince has evolved into a global lifestyle brand and destination for both women's and men's apparel and accessories. Vince products are sold in prestige distribution worldwide, including approximately 2,300 distribution locations across more than 40 countries. We have a small number of wholesale partners who account for a significant portion of our net sales. Net sales to the full-price, off-price and e-commerce operations of our three largest wholesale partners were 45%, 43% and 49% of our total revenue for fiscal 2016, fiscal 2015 and fiscal 2014, respectively. These partners include Nordstrom, Inc., Hudson's Bay Company and Neiman Marcus Group LTD, each accounting for more than 10% of our total revenue for fiscal 2016, fiscal 2015 and fiscal 2014. 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.

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. Our wholesale segment is comprised of sales to major department stores and specialty stores in the U.S. and in select international markets, with U.S. wholesale representing 51%, 56% and 67% of our fiscal 2016, fiscal 2015 and fiscal 2014 net sales, respectively, and the total wholesale segment representing 63%, 67% and 76% of our sales in for the same periods. International wholesale represented 10%, 10% and 9% of net sales for fiscal 2016, fiscal 2015 and fiscal 2014, respectively. Our wholesale segment also includes our licensing business related to our licensing arrangement for our women's and men's footwear.

Our direct-to-consumer segment includes our company-operated retail and outlet stores and our e-commerce business. During fiscal 2016, we opened six new full-price retail stores. As of January 28, 2017, we operated 54 stores, consisting of 40 company-operated full-price retail stores and 14 company-operated outlet locations. The direct-to-consumer segment also includes our e-commerce website, *www.vince.com* . The direct-to-consumer segment accounted for 37%, 33% and 24% of fiscal 2016, fiscal 2015 and fiscal 2014 net sales, respectively.

See "Item 1—Business" in our Annual Report on Form 10-K for the fiscal year ended January 28, 2017 (filed with the SEC on April 28, 2017), or the 2016 Annual Report, and our Quarterly Report on Form 10-Q for the fiscal quarter ended April 29, 2017 (filed with the SEC on June 8, 2017), or the 2017 First Quarter Report.

Recent Developments

Amendments to Revolving Credit Facility

On June 22, 2017, we entered into a Second Amendment, or the ABL Amendment, to the Credit Agreement, dated as of November 27, 2013, among Vince, LLC, the guarantors party thereto, Bank of America, N.A., as administrative agent and as collateral agent, or BofA, and each lender party thereto, as amended from time to

time, with respect to our revolving credit facility, or the Revolving Credit Facility. The ABL Amendment, among other changes described below, reflects the terms of the side letters we previously entered into with BofA, as disclosed in our 2017 First Quarter Report.

The ABL Amendment increases availability under the borrowing base by (i) including in the borrowing base up to $5.0 million of cash at Vince Holdings Corp. so long as such cash is in a deposit account subject to "control" by the agent, (ii) temporarily increasing the concentration limit for accounts due from a specified wholesale partner through July 31, 2017 and (iii) including in the borrowing base certain letters of credit, or the Specified LCs, that are to be issued for the benefit of BofA as credit support for the obligations outstanding under the Revolving Credit Facility. The Specified LCs are more particularly described below.

In addition, the ABL Amendment changes the financial maintenance covenant in the Revolving Credit Facility from a springing minimum EBITDA covenant to a minimum excess availability covenant that must be satisfied at all times. The new financial maintenance covenant requires the loan parties to have excess availability of not less than the greater of 12.5% of the adjusted loan cap then in effect and $5.0 million. The ABL Amendment also (x) increases the applicable margin on all borrowings of revolving loans by 0.5% per annum and (y) temporarily lowers the thresholds for what constitutes a trigger event, such that through August 15, 2017, a trigger event means the greater of 12.5% of the adjusted loan cap then in effect and $5.0 million and from and after August 15, 2017, the greater of 15% of the adjusted loan cap then in effect and $6.0 million.

The Specified LCs are issued under a credit facility that we entered into with Bank of Montreal on June 22, 2017, or the BMO LC Line. The BMO LC Line is guaranteed by Sun Capital Fund V, L.P., or Sun Capital V, an affiliate of Sun Capital Partners, Inc., or Sun Capital Partners. The initial Specified LC is in the amount of $5.0 million with a maximum draw amount for all Specified LCs of $10.0 million. The BMO LC Line may be secured subject to the terms of an intercreditor agreement between BofA and Bank of Montreal. BofA will be permitted to draw on the Specified LCs upon the occurrence of certain events specified therein.

Amendments to Term Loan Facility

On June 30, 2017, we entered into a Waiver, Consent and First Amendment, or the Term Loan Amendment, to the Credit Agreement, dated as of November 27, 2013, among Vince, LLC, Vince Intermediate Holdings, LLC, the guarantors party thereto, BofA, as administrative agent, and each lender party thereto, as amended from time to time, with respect to our term loan facility, or the Term Loan Facility.

The Term Loan Amendment, among other things, (i) waives the Consolidated Net Total Leverage Ratio (as defined in the Term Loan Facility) covenant for the test periods from July 2017 through and including April 2019; (ii) requires us, beginning with the payment due on or around January 2018, to pay a quarterly amortization payment of $3.0 million for such fiscal quarter and $2.0 million for each fiscal quarter thereafter, provided that we have not less than $15.0 million of "availability" under the Revolving Credit Facility on a pro forma basis immediately before and after giving effect to such amortization payment; (iii) prohibits us from making any payments on the Tax Receivable Agreement (as defined below) before the first amortization payment referenced above is made or if we are not current on any of the foregoing amortization payments; (iv) increases the applicable margin by 2.0% per annum on all term loan borrowings; (v) requires us to pay a fee to consenting term lenders equal to 0.5% of the outstanding principal amount of such lender's term loans as of the effective date of the Term Loan Amendment; (vi) eliminates our ability to designate subsidiaries as unrestricted and to make certain payments, restricted payments and investments with certain funds considered "available excess amount" (as defined in the Term Loan Facility); (vii) eliminates the uncommitted incremental facility; and (viii) limits certain intercompany transactions between a loan party and a non-loan party subsidiary.

The effectiveness of the Term Loan Amendment is conditioned upon us receiving at least $30.0 million of proceeds in connection with this offering (including the Backstop Commitment described below) and using a

portion of such proceeds to prepay $9.0 million in principal amount of outstanding term loans. As a result, the Term Loan Amendment may not be effective prior to July 31, 2017, which is the date on or around when the Consolidated Net Total Leverage Ratio covenant is next tested. Therefore, we have concurrently with the execution and delivery of the Term Loan Amendment entered into a side letter waiver with certain lenders under our Term Loan Facility and BofA, as agent, to waive the Consolidated Net Total Leverage Ratio covenant for the July testing period, subject to certain conditions. If this offering is not consummated for any reason, the changes, modifications and waiver described above with respect to the Term Loan Facility will not become effective. In that event, we may not be in compliance with certain covenants under the Term Loan Facility, including the Consolidated Net Total Leverage Ratio covenant.

NYSE Listing Deficiencies

On May 17, 2017, the Company received a written notice from the New York Stock Exchange, or NYSE, that the Company did not presently satisfy NYSE's continued listing standards under (i) Section 802.01C of NYSE Listed Company Manual, or the Manual, which requires the Company's 30-trading day average closing stock price to be not less than $1.00 and (ii) Section 802.01B of the Manual, which requires the Company's 30-trading day average market capitalization to be at least $50.0 million and, the Company's stockholders' equity to be at least $50.0 million. As set forth in the Notice, as of May 15, 2017, the 30-trading day average closing stock price of the Company's common stock was $0.95, and the 30-trading day average market capitalization of the Company was approximately $47.2 million and the Company's last reported stockholders' deficit as of January 28, 2017 was approximately $(13.9) million. The Company sent NYSE its response letter and business plan to address these deficiencies and the plan was accepted by NYSE as of the date of this prospectus. As such, the Company is currently in an 18-month monitoring period in accordance with NYSE's continued listing standards. See "Risks Related to Our Structure and this Offering—We are currently not in compliance with the NYSE's minimum share price requirement and market capitalization requirement, and we are at risk of NYSE delisting our common stock, which could materially impair the liquidity and value of our common stock." We cannot offer any assurances that we will be able to regain compliance with the listing standards or that our common stock will not be delisted from NYSE. This offering is not conditioned on us regaining compliance with NYSE's continued listing standards.

Rebecca Taylor Agreement

On July 13, 2017, we entered into an agreement, or the Rebecca Taylor Agreement, with Rebecca Taylor, Inc., or Rebecca Taylor, relating to the purchase and resale of certain Vince branded finished goods, or the Vince Goods, whereby Rebecca Taylor has agreed to purchase Vince Goods from approved suppliers pursuant to purchase orders issued to such suppliers, or RT Purchase Orders, at a price specified therein, or the RT Price, and we have agreed to purchase such Vince Goods from Rebecca Taylor pursuant to purchase orders issued to Rebecca Taylor, or Vince Purchase Orders, at a price specified therein, or the Vince Price. The Vince Price is at all times equal to 103.5% of the RT Price.

Upon receipt of the Vince Purchase Order, Rebecca Taylor must issue the RT Purchase Order and apply for a letter of credit to be issued to the applicable supplier in the amount equal to the RT Price, subject to availability under Rebecca Taylor's credit facility. When the Vince Goods are ready to be delivered, Rebecca Taylor must invoice us in the amount equal to the Vince Price, which invoice shall be payable by us within two business days of receipt of the invoice and which payment term may be extended by Rebecca Taylor. In the event we fail to make timely payment for any Vince Goods, Rebecca Taylor has the right to liquidate such goods in a manner and at a price it deems appropriate in its sole discretion.

The Rebecca Taylor Agreement contains customary indemnification and representations and warranties. The Rebecca Taylor Agreement may be terminated by either party upon 60 days' prior written notice to the other party.

Rebecca Taylor is owned by affiliates of Sun Capital Partners.

Second Quarter Financial Results

We do not expect to release our financial results for the period ending July 29, 2017 (our second fiscal quarter of 2017) until after the expiration of the rights offering. Therefore, you will not be able to change your decision with respect to the exercise of your subscription rights based on our second quarter financial results. You should not exercise your subscription rights unless you are certain that you wish to purchase additional shares of our common stock at the subscription price.

The Rights Offering and Backstop Commitment

The Offer

We are distributing at no charge to the holders of our common stock on August 14, 2017, which we refer to as the record date, non-transferable rights to purchase up to an aggregate of 66,670,610 new shares of our common stock. We will distribute to each holder, who we refer to as a rights holder or you, one non-transferable right for every share of our common stock that you own on the record date (1 for 1). Each right entitles the rights holder to purchase 1.3475 shares of our common stock, which we refer to as the subscription right, at the subscription price of $0.45 per whole share of our common stock, which we refer to as the subscription price.

Over-Subscription Right

Rights holders who fully exercise their subscription rights will be entitled to subscribe for additional shares of our common stock that remain unsubscribed as a result of any unexercised subscription rights, which we refer to as the over-subscription right. The over-subscription right allows a rights holder to subscribe for an additional amount equal to up to an aggregate of 9.99% of our outstanding shares of common stock after giving effect to the consummation of the transactions contemplated by the Rights Offering and the Investment Agreement. If sufficient remaining shares of our common stock are available, all over-subscription requests will be honored in full, subject to the 9.99% aggregate cap. See “The Rights Offering—Ownership Restrictions.” Shares of our common stock that may be acquired pursuant to the over-subscription right are subject to certain limitations and pro rata allocations. See “The Rights Offering—Over-Subscription Right.”

Exercise of Rights

We refer to the subscription rights and over-subscription rights collectively as rights.

Rights may be exercised at any time during the subscription period, which commences on August 15, 2017, and ends at 5:00 p.m., New York City time, on August 30, 2017, the expiration date, unless extended by us. The rights are non-transferable.

Rights may only be exercised in aggregate for whole numbers of shares of our common stock; no fractional shares of our common stock will be issued in this offering. All exercises of rights and over-subscription rights are revocable, subject to receipt by the subscription agent of a revocation notice on or before the expiration date. See “The Rights Offering—Revocation, Withdrawal or Cancellation of Subscription Rights.”

Termination

The audit committee of our board of directors, or the Audit Committee, with the assistance of its independent financial advisor, may continue to explore and evaluate other potential transactions, other than this

offering and the Backstop Commitment (as defined below), that would provide us with liquidity in an amount equal to, or in excess of, that expected as a result of this offering and the Backstop Commitment, including, without limitation, a rights offering with respect to our securities that is backstopped by a party other than Sun Cardinal and SCSF Cardinal. Unless approved by our entire board of directors (and not a committee thereof), this offering may only be terminated with the consent of Sun Cardinal and SCSF Cardinal or after the termination of the Investment Agreement in accordance with its terms. The Investment Agreement may be terminated by us if we have entered into a definitive agreement to effect a Superior Transaction and we will not be required to pay any termination fee. In general, a Superior Transaction is defined in the Investment Agreement as (1) a debt or equity financing transaction (other than this offering and the Backstop Commitment) or (2) a transaction involving the sale of 50% or more of our total voting power or of all or substantially all of our consolidated assets, that, in either case, our board of directors (or a committee thereof consisting only of disinterested directors) determines in good faith is in the best interests of our stockholders, including, in the case of a debt or equity financing transaction, a determination that such transaction would provide us with liquidity in an amount in excess of that expected to result from this offering and the Backstop Commitment or result in more favorable economic terms for us than this offering and the Backstop Commitment.

If this offering is terminated, all rights will expire without value and we will promptly arrange for the refund, without interest or penalty, of all funds received from rights holders. All monies received by the subscription agent in connection with this offering will be held by the subscription agent, on our behalf, in a segregated interest-bearing account at a negotiated rate. All such interest shall be payable to us even if we determine to terminate this offering and return your subscription payment.

Non-Transferability of Rights

The rights are evidenced by a subscription certificate and are non-transferable. The rights will not be listed for trading on the NYSE. The shares of our common stock issued in this offering are expected to be listed on the NYSE. However, as of the date hereof, the Company is not in compliance with NYSE's continued listing standards and no assurances can be offered that the Company will be able to regain compliance with such listing standards or that our common stock will not be delisted from NYSE. See "—Recent Developments—NYSE Listing Deficiencies."

Backstop Commitment; Investment Agreement

On May 18, 2017, we received a Rights Offering Commitment Letter, or the Commitment Letter, from Sun Capital V, an affiliate of Sun Capital Partners, that, in the event we consummated a rights offering, provided us with an amount equal to $30.0 million of cash proceeds reduced by the aggregate proceeds received from any completed rights offering, or the Contribution Obligation. Pursuant to the Commitment Letter, we were required, simultaneously with the funding of the Contribution Obligation by Sun Capital V, or one or more of its affiliates, to issue to Sun Capital V or one or more of its affiliates the applicable number of shares of our common stock at a price per share at which participants in the rights offering are entitled to purchase shares of common stock. There was no commitment fee due to Sun Capital V from the Company in connection with the Contribution Obligation.

On August 10, 2017, we entered into an Investment Agreement with Sun Cardinal and SCSF Cardinal, pursuant to which we agreed to issue and sell to Sun Cardinal and SCSF Cardinal, and Sun Cardinal and SCSF Cardinal agreed to purchase from us, an aggregate number of shares of our common stock equal to (x) $30.0 million, minus (y) the aggregate proceeds of this offering, at a price per share equal to the subscription price, subject to the terms and conditions of the Investment Agreement. As holders of our common stock on the record date, Sun Cardinal, SCSF Cardinal and their affiliates will have the right to exercise their subscription rights and their over-subscription rights in this offering, although they are not required to do so. We refer to the transaction

contemplated by the Investment Agreement as the Backstop Commitment. The closing of the transactions contemplated by the Investment Agreement is subject to satisfaction or waiver of customary conditions, including compliance with covenants and the accuracy of representations and warranties provided in the Investment Agreement, consummation of this offering, the receipt of all required regulatory approvals and no material adverse effect with respect to our financial condition, business, properties, assets, liabilities or results of operations. There will be no commitment fee due to Sun Cardinal and SCSF Cardinal from the Company in connection with the Backstop Commitment. The Investment Agreement supersedes the Commitment Letter. For additional information on the Investment Agreement, see "The Investment Agreement."

The purchase of shares by Sun Cardinal and SCSF Cardinal pursuant to the Investment Agreement would be effected in a transaction exempt from the registration requirements of the Securities Act, and would not be registered pursuant to the registration statement of which this prospectus forms a part. Sun Cardinal and SCSF Cardinal will be entitled to certain registration rights with respect to shares of our common stock they acquire under the Backstop Commitment, pursuant to the Registration Agreement, dated as of February 20, 2008, among us, Sun Cardinal, SCSF Cardinal, and the other investors party thereto. See "The Investment Agreement—Registration Rights."

Use of Proceeds

We intend to use a portion of the net proceeds received from the exercise of the rights and the Backstop Commitment to repay $9.0 million in principal amount of outstanding indebtedness under our Term Loan Facility, which is a condition to the Term Loan Amendment, and $15.0 million in principal amount of outstanding indebtedness under our Revolving Credit Facility (without a concurrent commitment reduction). See "—Recent Developments—Amendments to Term Loan Facility." We intend to use the remaining net proceeds for general corporate purposes, which may include additional payments on our outstanding indebtedness. See "Use of Proceeds."

Subscription and Information Agent

Broadridge Corporate Issuer Solutions, Inc., or Broadridge, will act as the subscription and information agent in connection with this offering. You may contact Broadridge, which we refer to as the subscription or information agent, with questions toll-free at +1 (855) 793-5068.

How to Obtain Subscription Information

- Contact your broker-dealer, trust company, or other nominee where your rights are held, or
- Contact the information agent toll-free at +1 (855) 793-5068.

How to Subscribe

- Deliver a completed subscription certificate and the required payment to the subscription agent by the expiration date, or
- If your shares are held in an account with your broker-dealer, trust company, bank or other nominee, which qualifies as an Eligible Guarantor Institution under Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended, or the Exchange Act, have your Eligible Guarantor Institution deliver a notice of guaranteed delivery to the subscription agent by the expiration date.

Important Dates to Remember

Set forth below are certain important dates for this offering, which are generally subject to extension:

Record Date.	August 14, 2017
Commencement Date	August 15, 2017
Deadline for Revoking or Withdrawing Subscription Rights	August 30, 2017
Expiration Date (1)	August 30, 2017
Deadline for Delivery of Subscription Certificates and Payment for Shares (2)	August 30, 2017
Deadline for Delivery of Notice of Guaranteed Delivery (2)	August 30, 2017
Deadline for Delivery of Subscription Certificates and Payment for Shares pursuant to Notice of Guaranteed Delivery	September 1, 2017
Anticipated Delivery of Common Stock Purchased in this Offering	September 6, 2017

(1) Unless extended by us, which extension requires the consent of Sun Cardinal and SCSF Cardinal if it results in this offering remaining open for more than 20 days.

(2) Participating rights holders must, by the expiration date of this offering (unless this offering is extended), either (i) deliver a subscription certificate and payment for shares or (ii) cause to be delivered on their behalf a notice of guaranteed delivery.

Ownership Restrictions

We will require each rights holder exercising its rights to represent to us in the subscription certificate that, together with any of its affiliates or associates, it will not beneficially own more than 14.99% of our outstanding shares of common stock (calculated immediately upon closing of this offering after giving effect to the Backstop Commitment) as a result of the exercise of rights. With respect to any stockholder (other than Sun Cardinal, SCSF Cardinal and their affiliates) who already beneficially owns in excess of 14.99% of our outstanding shares of common stock, we will require such holder to represent to us in the subscription certificate that they will not, via the exercise of their rights, increase their proportionate interest in our common stock.

Any rights holder found to be in violation of either such representation will have granted to us in the subscription certificate, with respect to any such excess shares, (1) an irrevocable proxy and (2) a right for a limited period of time to repurchase such excess shares at the lesser of the subscription price and market price, each as set forth in more detail in the subscription certificate.

Risk Factors

Investing in our common stock involves a high degree of risk. You should consider carefully the information discussed in “Risk Factors.” Some of these risks include the following:

- our ability to maintain adequate cash flow from operations or availability under our Revolving Credit Facility to meet our liquidity needs (including our obligations under the Tax Receivable Agreement with the pre-IPO stockholders);
- our ability to continue as a going concern;
- our ability to regain compliance with the continued listing standards of NYSE;
- our ability to successfully operate the newly implemented systems, processes and functions recently transitioned from Kellwood;
- our ability to remediate the identified material weaknesses in our internal control over financial reporting; our ability to ensure the proper operation of the distribution facility by a third-party logistics provider recently transitioned from Kellwood;

- 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 excess inventory in a way that will promote the long-term health of the brand;
- 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 plans, 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; our ability to attract and retain key personnel;
- commodity, raw material and other cost increases;
- compliance with domestic and international 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;
- our ability to consummate this offering; and
- other factors described in this prospectus under “Risk Factors” or as set forth from time to time in our SEC filings.

Corporate Information

Our corporate headquarters are located at 500 5th Avenue, 20th Floor, New York, New York, 10110, and our telephone number is (212) 515-2600. Our corporate website address is *www.vince.com* . The information contained in, or accessible through, our corporate website does not constitute part of this prospectus.

RISK FACTORS

Exercising your rights and investing in our common stock involves risks. You should consider carefully the following information about these risks, together with the other information incorporated by reference into this prospectus including the risks described in Item 1A of our 2016 Annual Report, and Item 1A of our 2017 First Quarter Report, before investing in our shares of common stock. These risks could have a material adverse effect on our business, financial condition, liquidity and results of operations and the market price of our common stock.

Risks Related to Our Business

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 our Revolving Credit Facility or obtain 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. As a result, we have faced liquidity challenges over the last several fiscal quarters and expect those challenges to continue for the foreseeable future. Our ability to timely service our indebtedness, meet contractual payment obligations and fund our operations, as well as continue as a going concern, will depend on our ability to generate sufficient cash, either through cash flows from operations, borrowing availability under our Revolving Credit Facility, or other financing, including this offering. While we have taken the steps discussed below to address our liquidity needs, there can be no assurances that (1) we will be able to generate sufficient cash flow from operations to meet our liquidity needs, (2) we will have the necessary availability under the Revolving Credit Facility or be able to obtain other financing when liquidity needs arise, (3) vendors will not require additional accelerated payment terms or prepayments which put additional pressure on our liquidity or (4) that the funds held by Vince Holding Corp., including proceeds from this offering if it is completed, will be sufficient to support additional Specified Equity Contributions (as defined in the Term Loan Facility) if needed.

We have taken steps over the last 18 months to address our liquidity needs. In April 2016, we completed a rights offering, or the 2016 Rights Offering, pursuant to which we received gross proceeds of approximately $65.0 million, including proceeds from the backstop investment by Sun Cardinal and SCSF Cardinal, or the Sun Investors. We used a portion of the net proceeds received from the 2016 Rights Offering and related investment agreement to (1) repay the amount owed by the Company under the Tax Receivable Agreement, between us and Sun Cardinal, for itself and as a representative of the other stockholders party thereto, or the Tax Receivable Agreement, for the tax benefit with respect to the 2014 taxable year including accrued interest, totaling $22.3 million, and (2) repay all then outstanding indebtedness, totaling $20.0 million, under the Revolving Credit Facility. The remaining net proceeds have been held in the account of Vince Holding Corp. until needed by its operating subsidiary for additional strategic investments and general corporate purposes. Approximately $18.1 million of such funds have been contributed to the operating subsidiary as Specified Equity Contributions under the Term Loan Facility, as described in the immediately proceeding risk factor, and used to fund our operations. As of the end of fiscal June 2017, $3.2 million of funds from the 2016 Rights Offering remain held by Vince Holding Corp.

More recently, we entered into the ABL Amendment in June 2017 to provide additional flexibility under the Revolving Credit Facility, including increasing the borrowing base under the Revolving Credit Facility. See “Prospectus Summary—Recent Developments—Amendments to Revolving Credit Facility.”

Our business is dependent upon our ability to procure finished goods from our vendors. Recently, certain vendors have demanded accelerated payment terms or prepayments as a condition to delivering finished goods to us. Such demands have put additional pressure on our liquidity position and could eventually jeopardize our

ability to procure the finished goods we need to operate our business. To address these demands, we have begun utilizing letters of credit issuable under the Revolving Credit Facility. In addition, we entered into the Rebecca Taylor Agreement in July 2017, which allows us to utilize letters of credit issued under Rebecca Taylor's credit facility to address the credit risk concerns that resulted in the demands by the vendors for accelerated terms and prepayments. See "Prospectus Summary—Recent Developments—Rebecca Taylor Agreement." Through the date of this prospectus, we have issued approximately $1.5 million of letters of credit under the Revolving Credit Facility and placed approximately $7.0 million of orders under the Rebecca Taylor Agreement. However, there are no assurances that these efforts will be sufficient to enable us to meet the demands of our vendors and procure the finished goods that we are currently expecting.

As of the end of fiscal June 2017, we had approximately $3.5 million of cash and cash equivalents on hand in addition to approximately $14.0 million of availability under the Revolving Credit Facility, inclusive of the additional borrowing capacity provided by the ABL Amendment. We currently expect such cash and cash equivalents on hand and the availability under the Revolving Credit Facility to last approximately twelve months, absent the receipt of proceeds from this offering (including the Backstop Commitment), assuming the monthly burn rate of approximately $1.4 million. Our monthly burn rate is subject to significant variations based on purchasing requirements and the timing of receipts and payables, as well as seasonal factors. Therefore, the burn rate is not necessarily indicative of our future performance.

In the event that we are unable to timely service our debt, meet other contractual payment obligations or fund our other liquidity needs for any reason, we would need to refinance all or a portion of our indebtedness before maturity, seek additional waivers of or amendments to our contractual obligations for payment, reduce or delay scheduled expansions and capital expenditures, sell material assets or operations or seek alternative financing. Our inability to meet our obligations 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. In addition, our management has also concluded as of April 29, 2017, in accordance with the new accounting guidance, that there is substantial doubt about our ability to continue as a going concern within the next twelve months. See "—In accordance with the new accounting guidance that became effective for fiscal 2016, our management has concluded that there is substantial doubt about our ability to continue as a going concern within one year after the date the financial statements are issued" for additional details.

If we are unable to consummate this offering (including the Backstop Commitment) for any reason, we would likely be unable to comply with the Consolidated Net Leverage Ratio (as defined in the Term Loan Facility) covenant in the Term Loan Facility, which would result in a default under the Term Loan Facility unless we are able to obtain a waiver or amendment from the lenders thereunder or refinance such indebtedness.

The Term Loan Amendment, among other things, waives the Consolidated Net Total Leverage Ratio covenant for the test periods from July 2017 through and including April 2019. However, the effectiveness of the Term Loan Amendment is subject to certain conditions, including us receiving at least $30.0 million of proceeds in connection with this offering (including the Backstop Commitment) and using a portion of such proceeds to prepay $9.0 million in principal amount of outstanding term loans. If we are unable to satisfy this condition, we may be unable to comply with the Consolidated Net Leverage Ratio covenant in the Term Loan Facility beginning with the July 2017 test period. See "Prospectus Summary—Recent Developments—Amendments to Term Loan Facility" for additional information on the Term Loan Amendment and the conditions thereto.

Through June 2017, we utilized $18.1 million of the funds from the 2016 Rights Offering held by Vince Holding Corp. to make Specified Equity Contributions, as defined under the Term Loan Facility, in connection with the calculation of the Consolidated Net Total Leverage Ratio covenant, so that the Consolidated Net Total

Leverage Ratio covenant would not exceed 3.25 to 1.00 as of January 28, 2017 and April 29, 2017, respectively. The remaining funds at Vince Holding Corp. totaled $3.2 million as of the end of fiscal June 2017. Such remaining funds may not be sufficient to cure any non-compliance with the Consolidated Net Total Leverage Ratio in the event this offering is not consummated.

In addition, there are restrictions on the number of Specified Equity Contributions we may make under the Term Loan Facility, including a limit of two Specific Equity Contributions during any four fiscal quarter period and no more than five Specified Equity Contributions during the term of the Term Loan Facility. Based on these restrictions, if this offering is not consummated, we would not be able to make a Specified Equity Contribution to cure any default under the Consolidated Net Total Leverage Ratio covenant for the test periods ending July 29, 2017 and October 28, 2017 and would have three additional Specified Equity Contributions to utilize for the remainder of the term of the Term Loan Facility.

If we cannot comply with the Consolidated Net Total Leverage Ratio for any reason, we will be in default under the Term Loan Facility unless we are able to obtain a waiver or amendment from the lenders thereunder or we are able to refinance such indebtedness. A default could lead to an acceleration of our obligations under the Term Loan Facility and other indebtedness which would have a material adverse impact on our business, financial condition and operating results, including preventing us from continuing our operations.

In accordance with the new accounting guidance that became effective for fiscal 2016, our management has concluded that there is substantial doubt about our ability to continue as a going concern within one year after the date the financial statements are issued.

In accordance with the new accounting guidance that became effective for fiscal 2016, our management has the responsibility to evaluate whether conditions and/or events raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued. As required by this standard, management's evaluation does not initially consider the potential mitigating effects of management's plans that have not been fully implemented as of the date the financial statements are issued. As further discussed in "Note 1—Description of Business and Summary of Significant Accounting Policies—(D) Sources and Uses of Liquidity" to the Audited Consolidated Financial Statements included in the 2016 Annual Report and "Note 1—Description of Business and Basis of Presentation—(C) Sources and Uses of Liquidity" to the Unaudited Consolidated Financial Statements included in the 2017 First Quarter Report, which are incorporated in this prospectus by reference, understanding the difficulties to project the current retail environment and as management's plans to mitigate the substantial doubt have not been fully executed, our management has concluded there is substantial doubt about our ability to continue as a going concern within one year after the date that the financial statements are issued. Our financial statements do not include any adjustment relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should we be unable to continue as a going concern.

Our ability to continue as a going concern depends on the execution of our plans to mitigate the substantial doubt that currently exists, including discussions with existing and prospective lenders and with our majority shareholder on additional financing options and actions to improve the capital structure of the Company and cost containment initiatives. While management believes that these plans are reasonably possible of occurring, it cannot predict with certainty the impact of various factors, including a challenging retail environment, on the Company's business operations and financial results. Such impact could give rise to unanticipated capital needs that we may not be able to meet and/or result in our inability to service our existing debt or comply with the covenants therein. While we have entered into the Term Loan Amendment and the ABL Amendment to, among other things, waive our requirement to comply with the Consolidated Net Total Leverage Ratio (as defined in the Term Loan Facility) covenant and increase liquidity, respectively, the Term Loan Amendment will not become operative until we receive $30.0 million in proceeds from this offering. If we do not complete this offering we may be unable to comply with the Consolidated Net Total Leverage Ratio covenant in our Term Loan Facility beginning with the July 2017 test period and may be unable to service our debt. If such an event occurs, if we are

unsuccessful in securing amendments to our existing debt agreements or other financing arrangement or otherwise improving our capital structure, we may be unable to meet our payment obligations as they become due and may be required to restructure our business. In addition, the inclusion of management's conclusion described above may materially adversely affect the Company's stock price and its relationships with its customers, vendors and other business partners.

Our operations are restricted by our credit facilities.

The Revolving Credit Facility and the Term Loan Facility, in each case as amended, 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 investments.

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. For further details, see "Note 1—Description of Business and Summary of Significant Accounting Policies—(D) Sources and Uses of Liquidity" to the Audited Consolidated Financial Statements included in the 2016 Annual Report and "Note 1—Description of Business and Basis of Presentation—(C) Sources and Uses of Liquidity" to the Unaudited Consolidated Financial Statements included in the 2017 First Quarter Report, which are incorporated in this prospectus by reference. 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—Related Party Transactions" to the Audited Consolidated Financial Statements included in the 2016 Annual Report and "Note 11—Related Party Transactions" to the Unaudited Consolidated Financial Statements included in the 2017 First Quarter Report, which are incorporated in this prospectus by reference, for further information.

In connection with the completion of the 2016 Rights Offering and the related investment agreement, the Company made the required payment under the Tax Receivable Agreement for its obligations related to taxable year 2014. See "—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 our Revolving Credit Facility or obtain other financing" above for additional information. In addition, the Company made a payment of $7.4 million, including any accrued interest, for the tax benefit related to taxable year 2015 in November 2016.

Intense competition in the apparel and fashion industry could reduce our sales and profitability.

As a fashion company, we face intense competition from other domestic and foreign apparel, footwear and accessories manufacturers and retailers. Competition may result in pricing pressures, reduced profit margins, lost market share or failure to grow our market share, any of which could substantially harm our business and results of operations. Competition is based on many factors including, without limitation, the following:

- establishing and maintaining favorable brand recognition;
- developing products that appeal to consumers;
- pricing products appropriately;
- determining and maintaining product quality;
- obtaining access to sufficient floor space in retail locations;
- providing appropriate services and support to retailers;
- maintaining and growing market share;
- hiring and retaining key employees; and
- protecting intellectual property.

Competition in the apparel and fashion industry is intense and is dominated by a number of very large brands, many of which have longer operating histories, larger customer bases, more established relationships with a broader set of suppliers, greater brand recognition and greater financial, research and development, marketing, distribution and other resources than we do. These capabilities of our competitors may allow them to better withstand downturns in the economy or apparel and fashion industry. Any increased competition, or our failure to adequately address any of these competitive factors which we have seen from time to time, could result in reduced sales, which could adversely affect our business, financial condition and operating results.

Competition, along with such other factors as consolidation within the retail industry and changes in consumer spending patterns, could also result in significant pricing pressure and cause the sales environment to be more promotional, as it has been in recent years, impacting our financial results. If promotional pressure remains intense, either through actions of our competitors or through customer expectations, this may cause a further reduction in our sales and gross margins and could have a material adverse effect on our business, financial condition and operating results as we focus on full-price selling.

General economic conditions in the U.S. and other parts of the world, including a continued weakening of the economy and restricted credit markets, can affect consumer confidence and consumer spending patterns.

The success of our operations depends on consumer spending. Consumer spending is impacted by a number of factors, including actual and perceived economic conditions affecting disposable consumer income (such as unemployment, wages, energy costs and consumer debt levels), customer traffic within shopping and selling

environments, business conditions, interest rates and availability of credit and tax rates in the general economy and in the international, regional and local markets in which our products are sold. Recent global economic conditions have included significant recessionary pressures and declines in employment levels, disposable income and actual and/or perceived wealth and further declines in consumer confidence and economic growth. The recent depressed economic environment was characterized by a decline in consumer discretionary spending and has disproportionately affected retailers and sellers of consumer goods, particularly those whose goods are viewed as discretionary or luxury purchases, including fashion apparel and accessories such as ours. Such factors as well as another shift towards recessionary conditions have impacted, and could further adversely impact, our sales volumes and overall profitability. Further, economic and political volatility and declines in the value of foreign currencies could negatively impact the global economy as a whole and have a material adverse effect on the profitability and liquidity of our operations, as well as hinder our ability to grow through expansion in the international markets. In addition, domestic and international political situations also affect consumer confidence, including the threat, outbreak or escalation of terrorism, military conflicts or other hostilities around the world.

We have completed the transition of certain services, which had been provided to us by Kellwood since our IPO, to our own systems or processes as well as external resources. If the newly implemented systems, processes and functions do not operate successfully, our business, financial condition, results of operations and cash flows could be materially harmed.

Since the IPO and the related restructuring transactions, we have relied on certain administrative and operational support functions and systems of Kellwood to run our business pursuant to a shared services agreement dated November 27, 2013, by and between Kellwood and us, or the Shared Services Agreement. As of the end of fiscal 2016, we have completed the transition of all such functions and systems from Kellwood to our own systems or processes as well as external resources. See “Shared Services Agreement” under “Note 12—Related Party Transactions” to the Audited Consolidated Financial Statements included in the 2016 Annual Report and “Note 11—Related Party Transactions” to the Unaudited Consolidated Financial Statements included in the 2017 First Quarter Report, which are incorporated in this prospectus by reference, for further details. The new systems we have recently implemented have not initially operated as successfully as the systems we historically used as such systems were highly customized or proprietary and has resulted in disruptions to our business, such as delayed shipments which resulted in order cancellations, including identified material weaknesses in our internal controls. See “—We have identified material weaknesses in our internal control over financial reporting that could, if not remediated, result in material misstatements in our financial statements” below. Any further failures of those systems could materially and adversely impact the Company’s operations, including its internal controls. Moreover, the processes and functions that were transitioned to our internal capabilities may not achieve the appropriate levels of operational efficiency in a timely manner, or at all, and the third-party service providers we engaged may be unable to effectively replace the functions historically provided by Kellwood in a manner that meets our business needs. In addition, our employees and outsource service providers may not be able to effectively utilize the new systems and employ the new processes in a timely manner, or at all. If we are unable to successfully operate these new systems, processes and functions, we may be forced to adopt more costly, less capable alternatives to replace those systems and functions and our business and results of operations, cash flows and liquidity may be materially and adversely affected.

The Shared Services Agreement has governed the provisions of certain support services to us, including distribution, information technology and back office support by Kellwood, as described above. On November 18, 2016, Kellwood Intermediate Holding, LLC and Kellwood Company, LLC entered into a Unit Purchase Agreement with Sino Acquisition, LLC (the “Kellwood Purchaser”) whereby the Kellwood Purchaser agreed to purchase all of the outstanding equity interests of Kellwood. Prior to the closing, Kellwood Intermediate Holding, LLC and Kellwood conducted a pre-closing reorganization pursuant to which certain assets of Kellwood were distributed to a newly formed subsidiary of Kellwood Intermediate Holding, LLC, St. Louis Transition, LLC (“St. Louis, LLC”). The transaction closed on December 21, 2016 (the “Kellwood Sale”). St. Louis, LLC is anticipated to be wound down by or around December 2017. In connection with the Kellwood Sale, the Shared Services Agreement was contributed to St. Louis, LLC. St. Louis, LLC continues to provide

minor transitional services relating to historical records and legacy functions, which we are in the process of winding down. The Shared Services Agreement will terminate automatically upon the termination of all services provided thereunder. After termination of the agreement, St. Louis, LLC will have no obligation to provide any services to us.

We have identified material weaknesses in our internal control over financial reporting that could, if not remediated, result in material misstatements in our financial statements.

We have identified and concluded that we have material weaknesses relating to our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of an entity's financial statements will not be prevented or detected and corrected on a timely basis. See Part II, Item 9A in the 2016 Annual Report and Part I, Item 4 of the 2017 First Quarter Report, which are incorporated in this prospectus by reference, for more details.

As further described in Part II, Item 9A in the 2016 Annual Report and Part I, Item 4 in the 2017 First Quarter Report, we are taking specific steps to remediate the material weaknesses that we identified by implementing and enhancing our control procedures. These material weaknesses will not be remediated until all necessary internal controls have been implemented, tested and determined to be operating effectively. In addition, we may need to take additional measures to address the material weaknesses or modify the planned remediation steps, and we cannot be certain that the measures we have taken, and expect to take, to improve our internal controls will be sufficient to address the issues identified, to ensure that our internal controls are effective or to ensure that the identified material weaknesses will not result in a material misstatement of our consolidated financial statements. Moreover, other material weaknesses or deficiencies may develop or be identified in the future. If we are unable to correct material weaknesses or deficiencies in internal controls in a timely manner, our ability to record, process, summarize and report financial information accurately and within the time periods specified in the rules and forms of the SEC, will be adversely affected. This failure could negatively affect the market price and trading liquidity of our common stock, cause investors to lose confidence in our reported financial information, subject us to civil and criminal investigations and penalties, and generally materially and adversely impact our business and financial condition.

We recently completed 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 recent migration, 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 in California and completed the migration of the distribution facility from Kellwood in 2016. Our ability to meet the needs of our wholesale partners and our own direct-to-consumer business depends on the proper operation of this distribution facility. The migration of these services from Kellwood required us to implement new system integrations. There can be no assurance that we will not encounter problems as a result of such transition to the new third-party provider, including significant chargebacks from our wholesale partners and delays in shipments of merchandise to our customers, which could have a material adverse effect on our business, financial condition, liquidity and results of operations. 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.

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 had previously been 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, including those that may arise from the migration. If we encounter problems with any of our distribution systems, 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.

System security risk issues as well as other major system failures could disrupt our internal operations or information technology services, and any such disruption could negatively impact our net sales, increase our expenses and harm our reputation.

Experienced computer programmers and hackers, and even internal users, may be able to penetrate our network security and misappropriate our confidential information or that of third parties, including our customers, create system disruptions or cause shutdowns. In addition, employee error, malfeasance or other errors in the storage, use or transmission of any such information could result in a disclosure to third parties outside of our network. As a result, we could incur significant expenses addressing problems created by any such inadvertent disclosure or any security breaches of our network. In addition, we rely on third parties for the operation of our website, *www.vince.com* , and for the various social media tools and websites we use as part of our marketing strategy.

Consumers are increasingly concerned over the security of personal information transmitted over the Internet, consumer identity theft and user privacy, and any compromise of customer information could subject us to customer or government litigation and harm our reputation, which could adversely affect our business and growth. Moreover, we could incur significant expenses or disruptions of our operations in connection with system failures or breaches. In addition, sophisticated hardware and operating system software and applications that we procure from third parties may contain defects in design or manufacture, including "bugs" and other problems that could unexpectedly interfere with the operation of our systems. The costs to us to eliminate or alleviate security problems, viruses and bugs, or any problems associated with our newly transitioned systems or outsourced services could be significant, and the efforts to address these problems could result in interruptions, delays or cessation of service that may impede our sales, distribution or other critical functions. In addition to taking the necessary precautions ourselves, we require that third-party service providers implement reasonable security measures to protect our customers' identity and privacy as well as credit card information. We do not, however, control these third-party service providers and cannot guarantee that no electronic or physical computer break-ins and security breaches will occur in the future. We could also incur significant costs in complying with the multitude of state, federal and foreign laws regarding the use and unauthorized disclosure of personal information, to the extent they are applicable. In the case of a disaster affecting our information technology systems, we may experience delays in recovery of data, inability to perform vital corporate functions, tardiness in required reporting and compliance, failures to adequately support our operations and other breakdowns in normal communication and operating procedures that could materially and adversely affect our financial condition and results of operations.

Any disputes that arise between us and St. Louis, LLC with respect to any past or ongoing relationships under the Shared Services Agreement, or between us and Kellwood, which is now an unaffiliated entity, with respect to our past relationship, could materially harm our business operations.

Disputes may arise between St. Louis, LLC and us with respect to any past or ongoing transitional services provided under the Shared Services Agreement. In addition, disputes may arise between us and Kellwood, which is now an unaffiliated entity as a result of the Kellwood sale, in a number of areas relating to our past relationships, including intellectual property and technology matters; information retention, labor, tax, employee benefit, indemnification and other matters arising from our separation from Kellwood.

Any dispute relating to the Shared Services Agreement may not be addressed adequately as St. Louis, LLC is in the process of winding down its businesses. In addition, we may not be able to resolve any potential conflicts with Kellwood and the resolution might be more difficult with an unaffiliated party due to, among other

things, lack of historical knowledge and understanding of the nature of our past relationship with Kellwood. Any such dispute, if not resolved, could materially harm our business operations.

Our business depends on a strong brand image, and if we are not able to maintain or enhance our brand, particularly in new markets where we have limited brand recognition, we may be unable to sell sufficient quantities of our merchandise, which would harm our business and cause our results of operations to suffer.

We believe that maintaining and enhancing the Vince brand is critical to maintaining and expanding our customer base. Maintaining and enhancing our brand may require us to make substantial investments in areas such as visual merchandising (including working with our wholesale partners to transform select Vince displays into branded shop-in-shops), marketing and advertising, employee training and store operations. A primary component of our strategy involves expanding into other geographic markets and working with existing wholesale partners, particularly within the U.S. We anticipate that, as our business expands into new markets and further penetrates existing markets, and as the markets in which we operate become increasingly competitive, maintaining and enhancing our brand may become increasingly difficult and expensive. Certain of our competitors in the fashion industry have faced adverse publicity surrounding the quality, attributes and performance of their products. Our brand may similarly be adversely affected if our public image or reputation is tarnished by failing to maintain high standards for merchandise quality and integrity. Any negative publicity about these types of concerns may reduce demand for our merchandise. Maintaining and enhancing our brand will depend largely on our ability to be a leader in the contemporary fashion industry and to continue to provide high quality products. If we are unable to maintain or enhance our brand image, our results of operations may suffer and our business may be harmed.

A substantial portion of our revenue is derived from a small number of large wholesale partners, and the loss of any of these wholesale partners could substantially reduce our total revenue.

We have a small number of wholesale partners who account for a significant portion of our net sales. Net sales to the full-price, off-price and e-commerce operations of our three largest wholesale partners were 45% of our total revenue for fiscal 2016. These partners include Nordstrom Inc., Hudson's Bay Company and Neiman Marcus Group LTD, each accounting for more than 10% of our total revenue for fiscal 2016. We do not have written agreements with any of our wholesale partners, and purchases generally occur on an order-by-order basis. A decision by any of our major wholesale partners, whether motivated by marketing strategy, competitive conditions, financial difficulties or otherwise, to significantly decrease the amount of merchandise purchased from us or our licensing partners, or to change their manner of doing business with us or our licensing partners, could substantially reduce our revenue and have a material adverse effect on our profitability. Furthermore, due to the concentration of our wholesale partner base, our results of operations could be adversely affected if any of these wholesale partners fails to satisfy its payment obligations to us when due. During the past several years, the retail industry has experienced a great deal of ownership change, and we expect such change will continue. In addition, store closings by our wholesale partners decrease the number of stores carrying our products, while the remaining stores may purchase a smaller amount of our products and may reduce the retail floor space designated for our brand. In the future, retailers may further consolidate, undergo restructurings or reorganizations, realign their affiliations or reposition their stores' target markets. Any of these types of actions could decrease the number of stores that carry our products or increase the ownership concentration within the retail industry. These changes could decrease our opportunities in the market, increase our reliance on a diminishing number of large wholesale partners and decrease our negotiating strength with our wholesale partners. These factors could have a material adverse effect on our business, financial condition and operating results.

We may not be able to successfully expand our wholesale partnership base or grow our presence with existing wholesale partners.

As part of our growth strategy, we intend to increase productivity and penetration with existing wholesale partners and form relationships with new, international wholesale partners. These initiatives may include the expansion of floor space with existing partners or new partners through the growth of offerings in new or under-developed product categories, such as handbags, lifestyle products and men's apparel, as well as the

establishment of additional shop-in-shops within select department stores. The location of Vince displays or shop-in-shops within department stores is controlled in large part by our wholesale partners. Although the investments made by us and our wholesale partners in the development and installation of Vince displays and shop-in-shops decreases the risk that our wholesale partners will require us to move to a less desirable area of their store or reduce the space allocated to such displays and shops, they are not contractually prohibited from doing so or required to grant additional or more desirable space to us. While increasing productivity and penetration within our wholesale partners is part of our growth strategy, there can be no assurances we will be able to align our wholesale partners with this strategy and continue to receive floor space from our wholesale partners to open or expand shop-in-shops.

Our limited operating experience and brand recognition in international markets may delay our expansion strategy and cause our business and growth to suffer.

We face risks with respect to our strategy to expand internationally, including our efforts to further expand our business in Canada, select European countries, Asia and the Middle East through company-operated locations, wholesale arrangements as well as with international partners. Our current operations are based largely in the U.S., with international wholesale sales representing 10% of net sales for fiscal 2016. Therefore, we have a limited number of customers and experience in operating outside of the U.S. We also do not have extensive experience with regulatory environments and market practices outside of the U.S. and cannot guarantee, notwithstanding our international partners' familiarity with such environments and market practices, that we will be able to penetrate or successfully operate in any market outside of the U.S. Many of these markets have different operational characteristics, including employment and labor regulations, transportation, logistics, real estate (including lease terms) and local reporting or legal requirements. See "—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."

Furthermore, consumer demand and behavior, as well as style preferences, size and fit, and purchasing trends, may differ in these markets and, as a result, sales of our product may not be successful, or the margins on those sales may not be in line with those that we currently anticipate. In addition, in many of these markets there is significant competition to attract and retain experienced and talented employees. Failure to develop new markets outside of the U.S. or disappointing sales growth outside of the U.S. may harm our business and results of operations.

In addition, in January 2017, we established a subsidiary of Vince, LLC in France in the form of a "société à responsabilité limitée" and became subject to French laws including tax, employment and corporate laws, which may vary from those that previously governed the French branch of Vince, LLC. We are in the early stages of complying with the laws relating to our French subsidiary. If we fail to comply with some or all of those laws, we may be subject to fines or penalties that could negatively impact our business and results of operations.

Our plans to improve and expand our product offerings may not be successful, and the implementation of these plans may divert our operational, managerial and administrative resources, which could harm our competitive position and reduce our net revenue and profitability.

We plan to grow our core product offerings, which includes expanding our men's collection and women's outerwear assortment and introducing new categories such as lifestyle products. In December 2016, we partnered with various third parties and launched Vince Collective, through which we now offer a curated selection of home goods and accessories in select retail stores and on our website.

The principal risks to our ability to successfully carry out our plans to improve and expand our product offerings are that:

- if our expected product offerings fail to maintain and enhance our brand identity, our image may be diminished or diluted and our sales may decrease;

- if we fail to find and enter into relationships with external partners with the necessary specialized expertise or execution capabilities, we may be unable to offer our planned product extensions or to realize the additional revenue we have targeted for those extensions; and
- the use of licensing partners may limit our ability to conduct comprehensive final quality checks on merchandise before it is shipped to our stores or to our wholesale partners.

In addition, our ability to successfully carry out our plans to improve and expand our product offerings may be affected by economic and competitive conditions, changes in consumer spending patterns and changes in consumer preferences and style trends. These plans could be abandoned, could cost more than anticipated and could divert resources from other areas of our business, any of which could impact our competitive position and reduce our net revenue and profitability.

Our current and future licensing arrangements may not be successful and may make us susceptible to the actions of third parties over whom we have limited control.

We currently have product licensing agreements for women's footwear and men's footwear. In the future, we may enter into select additional licensing arrangements for product offerings which require specialized expertise. In addition, we have entered into select licensing agreements pursuant to which we have granted certain third parties the right to distribute and sell our products in certain geographic areas, and may continue to do so in the future. Although we have taken and will continue to take steps to select potential licensing partners carefully and monitor the activities of our existing licensing partners (through, among other things, approval rights over product design, production quality, packaging, merchandising, marketing, distribution and advertising), such arrangements may not be successful. Our licensing partners may fail to fulfill their obligations under their license agreements or have interests that differ from or conflict with our own, such as the pricing of our products and the offering of competitive products. In addition, the risks applicable to the business of our licensing partners may be different than the risks applicable to our business, including risks associated with each such partner's ability to:

- obtain capital;
- exercise operational and financial control over its business;
- maintain relationships with suppliers;
- manage its credit and bankruptcy risks; and
- maintain customer relationships.

Any of the foregoing risks, or the inability of any of our licensing partners to successfully market our products or otherwise conduct its business, may result in loss of revenue and competitive harm to our operations in regions or product categories where we have entered into such licensing arrangements.

If we are unable to accurately forecast customer demand for our products, our manufacturers may not be able to deliver products to meet our requirements, and this could result in delays in the shipment of products to our stores, wholesale partners and e-commerce customers.

We stock our stores, and provide inventory to our wholesale partners, based on our or their estimates of future demand for particular products. Our inventory management and planning team determines the number of pieces of each product that we will order from our manufacturers based upon past sales of similar products, sales trend information and anticipated demand at our suggested retail prices. However, if our inventory and planning team fails to accurately forecast customer demand, we may experience excess inventory levels or a shortage of products. There can be no assurance that we will be able to successfully manage our inventory at a level appropriate for future customer demand.

Factors that could affect our inventory management and planning team's ability to accurately forecast customer demand for our products include:

- a substantial increase or decrease in demand for our products or for products of our competitors;
- our failure to accurately forecast customer acceptance for our new products;
- new product introductions or pricing strategies by competitors;
- changes in our product items across seasonal fashion items and replenishment;
- changes to our overall seasonal promotional cadence and the number and timing of promotional events;
- more limited historical store sales information for our newer markets;
- weakening of economic conditions or consumer confidence in the future, which could reduce demand for discretionary items, such as our products; and
- acts or threats of war or terrorism which could adversely affect consumer confidence and spending or interrupt production and distribution of our products and our raw materials.

In fiscal 2015, we recorded a charge of $10.3 million associated with inventory write-downs of excess and aged product inventory. We cannot guarantee that we will be able to match supply with demand in all cases in the future, whether as a result of our inability to produce sufficient levels of desirable product or our failure to forecast demand accurately. As a result of these inabilities or failures, we may in the future encounter further difficulties in filling customer orders or in liquidating excess inventory at discount prices and may experience significant write-offs. Additionally, if we over-produce a product based on an aggressive forecast of demand, retailers may not be able to sell the product and cancel future orders or require give backs. These outcomes could have a material adverse effect on brand image and adversely impact sales, gross margins and profitability.

If we lose any key personnel, are unable to attract key personnel, or assimilate and retain our 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 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. In addition, in February 2017, we mutually agreed to end the agreements with the consultants who provided consulting services to oversee the Company's product, merchandising and creative efforts. If we are unable to attract, assimilate and retain our employees with the necessary skills and experience, including employees filling the roles performed by the consultants, we may not be able to grow or successfully operate our business, which would have an adverse impact on our results.

Our competitive position could suffer if our intellectual property rights are not protected.

We believe that our trademarks and designs are of great value. From time to time, third parties have challenged, and may in the future try to challenge, our ownership of our intellectual property. In some cases, third parties with similar trademarks or other intellectual property may have pre-existing and potentially

conflicting trademark registrations. We rely on cooperation from third parties with similar trademarks to be able to register our trademarks in jurisdictions in which such third parties have already registered their trademarks. We are susceptible to others imitating our products and infringing our intellectual property rights. Imitation or counterfeiting of our products or infringement of our intellectual property rights could diminish the value of our brands or otherwise adversely affect our revenues. The actions we have taken to establish and protect our trademarks and other intellectual property rights may not be adequate to prevent imitation of our products by others or to prevent others from seeking to invalidate our trademarks or block sales of our products as a violation of the trademarks and intellectual property rights of others. In addition, others may assert rights in, or ownership of, our trademarks and other intellectual property rights or in similar marks or marks that we license and/or market and we may not be able to successfully resolve these conflicts to our satisfaction. We may need to resort to litigation to enforce our intellectual property rights, which could result in substantial costs and diversion of resources. Successful infringement claims against us could result in significant monetary liability or prevent us from selling some of our products. In addition, resolution of claims may require us to redesign our products, license rights from third parties or cease using those rights altogether. Any of these events could harm our business and cause our results of operations, liquidity and financial condition to suffer.

We license our website domain name from a third-party. Pursuant to the license agreement, or the Domain License Agreement, our license to use *www.vince.com* will expire in 2018 and will automatically renew for successive one year periods, subject to our right to terminate the arrangement with or without cause; provided, that we must pay the applicable early termination fee and provide 30 days prior notice in connection with a termination without cause. The licensor has no termination rights under the Domain License Agreement. Any failure by the licensor to perform its obligations under the License Agreement could adversely affect our brand and make it more difficult for users to find our website.

Our goodwill and indefinite-lived intangible assets could become further 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, or 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 indefinite-lived 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. We base our estimates on assumptions we believe to be reasonable, but which are unpredictable and inherently uncertain. Actual future results may differ from those estimates. During the fourth quarter of fiscal 2016, the Company recorded impairment charges of $22.3 million related to the direct-to-consumer reporting unit goodwill and $30.7 million related to the tradename intangible asset. It is possible that our current estimates of future operating results could change adversely and impact the evaluation of the recoverability of the remaining carrying value of goodwill and intangible assets and that the effect of such changes could be material. There can be no assurances that we will not be required to record further charges in our financial statements which would negatively impact our results of operations during the period in which any impairment of our goodwill or intangible assets is determined.

The extent of our foreign sourcing may adversely affect our business.

We work with 40 manufacturers across five countries, with 92% of our products produced in China in fiscal 2016. A manufacturing contractor's failure to ship products to us in a timely manner or to meet the required quality standards could cause us to miss the delivery date requirements of our customers for those items. The failure to make timely deliveries may cause customers to cancel orders, refuse to accept deliveries or demand reduced prices, any of which could have a material adverse effect on us. As a result of the magnitude of our foreign sourcing, our business is subject to the following risks:

- political and economic instability in countries or regions, especially Asia, including heightened terrorism and other security concerns, which could subject imported or exported goods to additional or more frequent inspections, leading to delays in deliveries or impoundment of goods;

- imposition of regulations, quotas and other trade restrictions relating to imports, including quotas imposed by bilateral textile agreements between the U.S. and foreign countries;
- imposition of increased duties, taxes and other charges on imports;
- labor union strikes at ports through which our products enter the U.S.;
- labor shortages in countries where contractors and suppliers are located;
- a significant decrease in availability or an increase in the cost of raw materials;
- restrictions on the transfer of funds to or from foreign countries;
- disease epidemics and health-related concerns, which could result in closed factories, reduced workforces, scarcity of raw materials and scrutiny or embargoing of goods produced in infected areas;
- the migration and development of manufacturing contractors, which could affect where our products are or are planned to be produced;
- increases in the costs of fuel, travel and transportation;
- reduced manufacturing flexibility because of geographic distance between our foreign manufacturers and us, increasing the risk that we may have to mark down unsold inventory as a result of misjudging the market for a foreign-made product; and
- violations by foreign contractors of labor and wage standards and resulting adverse publicity.

If these risks limit or prevent us from manufacturing products in any significant international market, prevent us from acquiring products from foreign suppliers, or significantly increase the cost of our products, our operations could be seriously disrupted until alternative suppliers are found or alternative markets are developed, which could negatively impact our business.

Fluctuations in the price, availability and quality of raw materials could cause delays and increase costs and cause our operating results and financial condition to suffer.

Fluctuations in the price, availability and quality of the fabrics or other raw materials, particularly cotton, silk, leather and synthetics used in our manufactured apparel, could have a material adverse effect on cost of sales or our ability to meet customer demands. The prices of fabrics depend largely on the market prices of the raw materials used to produce them. The price and availability of the raw materials and, in turn, the fabrics used in our apparel may fluctuate significantly, depending on many factors, including crop yields, weather patterns, labor costs and changes in oil prices. We may not be able to create suitable design solutions that utilize raw materials with attractive prices or, alternatively, to pass higher raw materials prices and related transportation costs on to our customers. We are not always successful in our efforts to protect our business from the volatility of the market price of raw materials, and our business can be materially affected by dramatic movements in prices of raw materials. The ultimate effect of this change on our earnings cannot be quantified, as the effect of movements in raw materials prices on industry selling prices are uncertain, but any significant increase in these prices could have a material adverse effect on our business, financial condition and operating results.

Our reliance on independent manufacturers could cause delays or quality issues which could damage customer relationships.

We use independent manufacturers to assemble or produce all of our products, whether inside or outside the U.S. We are dependent on the ability of these independent manufacturers to adequately finance the production of goods ordered and maintain sufficient manufacturing capacity. The use of independent manufacturers to produce finished goods and the resulting lack of direct control could subject us to difficulty in obtaining timely delivery of products of acceptable quality. We generally do not have long-term written agreements with any independent manufacturers. As a result, any single manufacturing contractor could unilaterally terminate its relationship with us at any time. Our top five manufacturers accounted for the production of approximately 52% of our finished

products during fiscal 2016. Supply disruptions from these manufacturers (or any of our other manufacturers) could have a material adverse effect on our ability to meet customer demands, if we are unable to source suitable replacement materials at acceptable prices or at all. Moreover, alternative manufacturers, if available, may not be able to provide us with products or services of a comparable quality, at an acceptable price or on a timely basis. We may also, from time to time, make a decision to enter into a relationship with a new manufacturer. Identifying a suitable supplier is an involved process that requires us to become satisfied with their quality control, responsiveness and service, financial stability and labor and other ethical practices. There can be no assurance that there will not be a disruption in the supply of our products from independent manufacturers or that any new manufacturer will be successful in producing our products in a manner we expected. In the event of any disruption with a manufacturer, we may not be able to substitute suitable alternative manufacturers in a timely and cost-efficient manner. The failure of any independent manufacturer to perform or the loss of any independent manufacturer could have a material adverse effect on our business, results of operations and financial condition.

If our independent manufacturers fail to use ethical business practices and comply with applicable laws and regulations, our brand image could be harmed due to negative publicity.

We have established and currently maintain operating guidelines which promote ethical business practices such as fair wage practices, compliance with child labor laws and other local laws. While we monitor compliance with those guidelines, we do not control our independent manufacturers or their business practices. Accordingly, we cannot guarantee their compliance with our guidelines. A lack of demonstrated compliance could lead us to seek alternative suppliers, which could increase our costs and result in delayed delivery of our products, product shortages or other disruptions of our operations.

Violation of labor or other laws by our independent manufacturers or the divergence of an independent manufacturer's labor or other practices from those generally accepted as ethical in the U.S. or other markets in which we do business could also attract negative publicity for us and our brand. From time to time, our audit results have revealed a lack of compliance in certain respects, including with respect to local labor, safety and environmental laws. Other fashion companies have faced criticism after highly-publicized incidents or compliance issues have occurred or been exposed at factories producing their products. To the extent our manufacturers do not bring their operations into compliance with such laws or resolve material issues identified in any of our audit results, we may face similar criticism and negative publicity. This could diminish the value of our brand image and reduce demand for our merchandise. In addition, other fashion companies have encountered organized boycotts of their products in such situations. If we, or other companies in our industry, encounter similar problems in the future, it could harm our brand image, stock price and results of operations.

Monitoring compliance by independent manufacturers is complicated by the fact that expectations of ethical business practices continually evolve, may be substantially more demanding than applicable legal requirements and are driven in part by legal developments and by diverse groups active in publicizing and organizing public responses to perceived ethical shortcomings. Accordingly, we cannot predict how such expectations might develop in the future and cannot be certain that our guidelines would satisfy all parties who are active in monitoring and publicizing perceived shortcomings in labor and other business practices worldwide.

Our operating results may be subject to seasonal and quarterly variations in our net revenue and income from operations.

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, consumer confidence as well as the impact from adverse weather conditions. In addition, fluctuations in the amount of sales in any fiscal quarter are affected by the timing of seasonal wholesale shipments and 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. Any future seasonal or quarterly fluctuations in our results of operations may not

match the expectations of market analysts and investors to assess the longer-term profitability and strength of our business at any particular point, which could lead to increased volatility in our stock price.

Our growth strategy includes opening, operating and maintaining successful retail stores in suitable select locations. If we are unable to execute this strategy in a timely manner, or at all, our financial condition and results of operations could be materially and adversely affected.

As part of our growth strategy, we intend to open and operate successful retail stores, both domestically and internationally, in targeted streets or malls with desired size and adjacencies, typically near luxury retailers that we believe are consistent with our key customers' demographics and shopping preferences. The success of this strategy depends on a number of factors, including the identification of suitable markets and sites, negotiation of acceptable lease and renewal terms while securing those favorable locations, including desired rent and tenant improvement allowances, and if entering a new market, the achievement of brand awareness, affinity and purchase intent in that market, as well as our business condition in funding the opening and operations of stores. Furthermore, we may not be able to maintain the successful operation of our retail stores if the areas around our existing retail locations undergo changes that result in reductions in customer foot traffic or otherwise render the locations unsuitable, such as economic downturns in the area, changes in demographics and customer preferences and closing or decline in popularity of the adjacent stores. During fiscal 2016, we recorded non-cash asset impairment charges of $2.1 million within selling, general and administrative expenses on the Consolidated Statements of Operations, related to the impairment of property and equipment of certain retail stores with carrying values that were determined not to be recoverable and exceeded fair value. If we are unable to successfully implement our retail strategy in a timely manner, or at all, our financial condition and results of operations may be materially and adversely affected, including the potential of further impairments of tangible assets.

As of April 29, 2017, we operated 54 retail stores, including 40 company-operated full-price stores and 14 company-operated outlet stores throughout the United States. We opened six new stores in fiscal 2016 and plan to increase our store base based on business needs, including the expected opening of one new store in fiscal 2017.

We are subject to risks associated with leasing retail and office space, are generally subject to long-term non-cancelable leases and are required to make substantial lease payments under our operating leases, and any failure to make these lease payments when due would likely harm our business, profitability and results of operations.

We do not own any of our stores, or our offices including our New York and Los Angeles offices, or our showroom space in Paris but instead lease all of such space under operating leases. Our leases generally have initial terms of 10 years, and generally can be extended only for one additional 5-year term. Substantially all of our leases require a fixed annual rent, and most require the payment of additional rent if store sales exceed a negotiated amount. Most of our leases are "net" leases, which require us to pay the cost of insurance, taxes, maintenance and utilities, and we generally cannot cancel these leases at our option. Additionally, certain of our leases allow the lessor to terminate the lease if we do not achieve a specified gross sales threshold. We have experienced circumstances in the past where landlords have attempted to invoke these contractual provisions. Although we believe we will achieve the required threshold to continue those leases, we cannot assure you that we will do so. Any loss of our store locations due to underperformance may harm our results of operations, stock price and reputation.

Payments under these leases account for a significant portion of our selling, general and administrative expenses. For example, as of January 28, 2017, we were a party to 59 operating leases associated with our retail stores and our office and showroom spaces requiring future minimum lease payments of $21.0 million in the aggregate through fiscal 2017 and $129.7 million thereafter. Any new retail stores leased by us under operating leases will further increase our operating lease expenses and require significant capital expenditures. Our substantial operating lease obligations could have significant negative consequences, including, among others:

- increasing our vulnerability to general adverse economic and industry conditions;

- limiting our ability to obtain additional financing;
- requiring a substantial portion of our available cash to pay our rental obligations, thus reducing cash available for other purposes;
- limiting our flexibility in planning for or reacting to changes in our business or in the industry in which we compete; and
- placing us at a disadvantage with respect to some of our competitors.

We depend on cash flow from operations to pay our lease expenses and to fulfill our other cash needs. If our business does not generate sufficient cash flow from operating activities, and sufficient funds are not otherwise available to us from borrowings under our credit facilities or from other sources, we may not be able to service our operating lease expenses, grow our business, respond to competitive challenges or fund our other liquidity and capital needs, which would harm our business.

In addition, additional sites that we lease are likely to be subject to similar long-term non-cancelable leases. If an existing or future store is not profitable, and we decide to close it, we may nonetheless be committed to perform our obligations under the applicable lease including, among other things, paying the base rent for the balance of the lease term if we cannot negotiate a mutually acceptable termination payment. In addition, as our leases expire, we may fail to negotiate renewals, either on commercially acceptable terms or at all, which could cause us to close stores in desirable locations or incur costs in relocating our office space. In fiscal 2017, two of our existing leases will expire. If we are unable to enter into new leases or renew existing leases on terms acceptable to us or be released from our obligations under leases for stores that we close, our business, profitability and results of operations may be harmed.

Changes in laws, including employment laws and laws related to our merchandise, 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 addition to increased regulatory compliance requirements, changes in laws could make ordinary conduct of business more expensive or require us to change the way we do business. For example, changes in federal and state minimum wage laws could raise the wage requirements for certain of our employees at our retail locations, which would increase our selling costs and may cause us to reexamine our wage structure for such employees. Other laws related to employee benefits and treatment of employees, including laws related to limitations on employee hours, supervisory status, leaves of absence, mandated health benefits, overtime pay, unemployment tax rates and citizenship requirements, could negatively impact us, by increasing compensation and benefits costs which would in turn reduce our profitability.

Moreover, changes in product safety or other consumer protection laws could lead to increased costs to us for certain merchandise, or additional labor costs associated with readying merchandise for sale. It is often difficult for us to plan and prepare for potential changes to applicable laws and future actions or payments related to such changes could be material to us.

We are required to pay to the Pre-IPO Stockholders 85% of certain tax benefits, and could be required to make substantial cash payments in which our stockholders will not participate.

We entered into the Tax Receivable Agreement with the Pre-IPO Stockholders in connection with our initial public offering, or the IPO, and restructuring transactions which closed on November 27, 2013. Under the Tax

Receivable Agreement, we will be obligated to pay to the Pre-IPO Stockholders an amount equal to 85% of the cash savings in federal, state and local income tax realized by us by virtue of our future use of the federal, state and local tax credits and net operating losses, or NOLs, held by us as of November 27, 2013, together with section 197 intangible deductions, or collectively, the Pre-IPO Tax Benefits. "Section 197 intangible deductions" means amortization deductions with respect to certain amortizable intangible assets which are held by us and our subsidiaries immediately after November 27, 2013. Cash tax savings generally will be computed by comparing our actual federal, state and local income tax liability to the amount of such taxes that we would have been required to pay had such Pre-IPO Tax Benefits not been available to us. While payments made under the Tax Receivable Agreement will depend upon a number of factors, including the amount and timing of taxable income we generate in the future and any future limitations that may be imposed on our ability to use the Pre-IPO Tax Benefits, the payments could be substantial and could potentially exceed any cash flow benefits realized in any particular year. Assuming the federal, state and local corporate income tax rates presently in effect, no material change in applicable tax law and no limitation on our ability to use the Pre-IPO Tax Benefits under Section 382 of the U.S. Internal Revenue Code, as amended, or the Code, the estimated cash benefit of the full use of these Pre-IPO Tax Benefits as of January 28, 2017 would be approximately $203.4 million of which 85%, or approximately $172.9 million plus accrued interest, is potentially payable to the Pre-IPO Stockholders under the terms of the Tax Receivable Agreement. As of January 28, 2017, $140.6 million plus accrued interest, was outstanding. Accordingly, the Tax Receivable Agreement could require us to make substantial cash payments.

Although we are not aware of any issue that would cause the U.S. Internal Revenue Service, or the IRS, to challenge any tax benefits arising under the Tax Receivable Agreement, the affiliates of Sun Capital Partners, will not reimburse us for any payments previously made if such benefits subsequently were disallowed, although the amount of any tax savings subsequently disallowed will reduce any future payment otherwise owed to the Pre-IPO Stockholders. For example, if our determinations regarding the applicability (or lack thereof) and amount of any limitations on the Pre-IPO Tax Benefits under Section 382 of the Code were to be successfully challenged by the IRS after payments relating to such Pre-IPO Tax Benefits had been made to the Pre-IPO Stockholders, we would not be reimbursed by the Pre-IPO Stockholders and our recovery would be limited to the extent of future payments (if any) otherwise remaining under the Tax Receivable Agreement. As a result, in such circumstances we could make payments to the Pre-IPO Stockholders under the Tax Receivable Agreement in excess of our actual cash tax savings.

At the effective date of the Tax Receivable Agreement, the liability recognized was accounted for in our financial statements as a reduction of additional paid-in capital. Subsequent changes in the Tax Receivable Agreement liability will be recorded through earnings. Even if the Pre-IPO Tax Benefits are available to us, the Tax Receivable Agreement will operate to transfer 85% of the benefit to the Pre-IPO Stockholders. Additionally, the payments we make to the Pre-IPO Stockholders under the Tax Receivable Agreement are not expected to give rise to any incidental tax benefits to us, such as deductions or an adjustment to the basis of our assets.

Federal and state laws impose substantial restrictions on the utilization of NOL carry-forwards and other tax benefits in the event of an "ownership change," as defined in Section 382 of the Code. Under the rules, such an ownership change is generally any change in ownership of more than 50 percent of a company's stock within a rolling three-year period, as calculated in accordance with the rules. The rules generally operate by focusing on changes in ownership among stockholders considered by the rules as owning directly or indirectly 5% or more of the stock of the company and any change in ownership arising from new issuances of stock by the Company.

While we have performed an analysis under Section 382 of the Code that indicates the IPO and restructuring transactions would not constitute an ownership change, such technical guidelines are complex and subject to significant judgment and interpretation. With the IPO and restructuring transactions and other transactions that have occurred over the past three years, we may trigger or have already triggered an "ownership change" limitation. We may also experience ownership changes in the future as a result of subsequent shifts in stock ownership. As a result, if we earn net taxable income, our ability to use the pre-change NOL carry-forwards and certain other tax benefits (after giving effect to payments to be made to the Pre-IPO Stockholders under the Tax

Receivable Agreement) to offset U.S. federal taxable income may be subject to limitations, which could potentially result in increased future tax liability to us. Notwithstanding the foregoing, our analysis to date under Section 382 of the Code indicates that the IPO restructuring transactions have not triggered an "ownership change" limitation.

If we did not enter into the Tax Receivable Agreement, we would be entitled to realize the full economic benefit of the Pre-IPO Tax Benefits, to the extent allowed by federal, state and local law, including Section 382 of the Code. Subject to exceptions, the Tax Receivable Agreement is designed with the objective of causing our annual cash costs attributable to federal state and local income taxes (without regard to our continuing 15% interest in the Pre-IPO Tax Benefits) to be the same as we would have paid had we not had the Pre-IPO Tax Benefits available to offset our federal, state and local taxable income. As a result, we will not be entitled to the economic benefit of the Pre-IPO Tax Benefits that would have been available if the Tax Receivable Agreement were not in effect (except to the extent of our continuing 15% interest in the Pre-IPO Tax Benefits).

In certain cases, payments under the Tax Receivable Agreement to the Pre-IPO Stockholders may be accelerated and/or significantly exceed the actual benefits we realize in respect of the Pre-IPO Tax Benefits.

Upon the election of an affiliate of Sun Capital Partners to terminate the Tax Receivable Agreement pursuant to a change in control (as defined in the Tax Receivable Agreement) or upon our election to terminate the Tax Receivable Agreement early, all of our payment and other obligations under the Tax Receivable Agreement will be accelerated and will become due and payable. Additionally, the Tax Receivable Agreement provides that in the event that we breach any of our material obligations under the Tax Receivable Agreement by operation of law as a result of the rejection of the Tax Receivable Agreement in a case commenced under Title 11 of the United States Code (the "Bankruptcy Code") then all of our payment and other obligations under the Tax Receivable Agreement will be accelerated and will become due and payable.

In the case of any such acceleration, we would be required to make an immediate payment equal to 85% of the present value of the tax savings represented by any portion of the Pre-IPO Tax Benefits for which payment under the Tax Receivable Agreement has not already been made, which upfront payment may be made years in advance of the actual realization of such future benefits. Such payments could be substantial and could exceed our actual cash tax savings from the Pre-IPO Tax Benefits. In these situations, our obligations under the Tax Receivable Agreement could have a substantial negative impact on our liquidity and could have the effect of delaying, deferring or preventing certain mergers, asset sales, other forms of business combinations or other changes of control. There can be no assurance that we will have sufficient cash available or that we will be able to finance our obligations under the Tax Receivable Agreement.

If we were to elect to terminate the Tax Receivable Agreement, based on a discount rate equal to monthly LIBOR plus 200 basis points, we estimate that as of January 28, 2017 we would be required to pay approximately $126.7 million in the aggregate under the Tax Receivable Agreement.

We could incur significant costs in complying with environmental, health and safety laws or as a result of satisfying any liability or obligation imposed under such laws.

Our operations are subject to various federal, state, local and foreign environmental, health and safety laws and regulations. We could be held liable for the costs to address contamination of any real property ever owned, operated or used as a disposal site. In addition, in the event that Kellwood becomes financially incapable of addressing the environmental liability incurred prior to the structural reorganization separating Kellwood from Vince that occurred on November 27, 2013, a third party may file suit and attempt to allege that Kellwood and Vince engaged in a fraudulent transfer by arguing that the purpose of the separation of the non-Vince assets from Vince Holding Corp. was to insulate our assets from the environmental liability. For example, pursuant to a Consent Decree with the U.S. Environmental Protection Agency, or EPA, and the State of Missouri, a non-Vince subsidiary, which was separated from us in the restructuring transactions, is conducting a cleanup of contamination at the site of a plant in New Haven, Missouri, which occurred between 1973 and 1985. Kellwood

has posted a letter of credit in the amount of approximately $5.9 million as a performance guarantee for the estimated cost of the required remediation work. In connection with the Kellwood sale, the letter of credit was transferred to the account of the Kellwood purchaser. If, despite the financial assurance provided by the letter of credit as required by the EPA, the buyer of Kellwood became financially unable to address this remediation, and if the corporate separateness of Vince is disregarded or if a fraudulent transfer is found to have occurred, we could be liable for the full amount of the remediation. If this were to occur or if we were to become liable for other environmental liabilities or obligations, it could have a material adverse effect on our business, financial condition or results of operations.

Risks Related to Our Structure and this Offering

We are currently not in compliance with the NYSE's minimum share price requirement and market capitalization requirement, and we are at risk of NYSE delisting our common stock, which could materially impair the liquidity and value of our common stock.

Our common stock is currently listed on the NYSE. On May 17, 2017, we were notified by NYSE that (i) the average closing price of our common stock had fallen below $1.00 per share over a period of 30 consecutive trading days, which is the minimum average share price required by NYSE and (ii) the average global market capitalization over a consecutive thirty trading-day period had fallen below $50.0 million at the same time our stockholders' equity was less than $50.0 million. We need to bring our share price and consecutive thirty trading-day average share price, as measured on the last trading day of any calendar month during the sixth month period following receipt of NYSE notice, above $1.00 per share or NYSE will commence suspension and delisting procedures. In addition, if our common stock price remains below the $1.00 threshold and falls to the point where NYSE considers the stock price to be "abnormally low," NYSE has the discretion to begin delisting procedures immediately.

We have submitted a letter to NYSE (the "Response Letter"), confirming the receipt of the Notice and our intent to cure the deficiencies. The Company must bring its share price and consecutive 30 trading-day average share price above $1.00 by November 17, 2017. The Company may regain compliance at any time during this six-month cure period if on the last trading day of any calendar month during such six-month cure period (i) the Company's closing stock price is at least $1.00 and (ii) the Company's consecutive 30-trading day average closing stock price is at least $1.00 per common share. In order to regain compliance with the $1.00 per common share requirement, the Company may need to pursue corporate actions such as a reverse stock split, which would require the approval of a majority of the Company's stockholders.

In addition, the Company sent to NYSE a business plan that demonstrates it's strategy to regain compliance with the requirement to maintain a 30-trading day average market capitalization of at least $50.0 million or $50.0 million of stockholders' equity within 18 months of receipt of the Notice. NYSE has reviewed the business plan and determined that the Company has made reasonable demonstration of its ability to come into conformity with the relevant standards within such 18-month period. As such, the Company is currently subject to ongoing quarterly monitoring for compliance with the business plan for an 18-month period concluding in February 2019. This offering is not conditioned on us regaining compliance with NYSE's continued listing standards.

Pursuant to NYSE rules, the Company's common stock will continue to be listed and traded on NYSE during the cure periods outlined above, subject to the Company's compliance with other typical continued listing requirements. The current noncompliance with the standards described above does not affect the Company's ongoing business operations or its reporting requirements with the SEC, nor does it trigger any violation of its material debt or other obligations.

No assurance can be given that the Company will be able to regain compliance with these requirements or maintain compliance with the other continued listing requirements set forth in the NYSE Listed Company Manual. If the Company's common stock ultimately were to be suspended from trading and delisted for any

reason, it could have adverse consequences including, among others, reduced trading liquidity of the common stock, lower demand and market price for those shares, adverse publicity and a reduced interest in the Company from investors, analysts and other market participants. In addition, a suspension or delisting could impair the Company's ability to raise additional capital through the public markets and the Company's ability to attract and retain employees by means of equity compensation.

We are a "controlled company," controlled by investment funds advised by affiliates of Sun Capital Partners, whose interests in our business may be different from yours.

Affiliates of Sun Capital Partners owned approximately 58% of our outstanding common stock as of the record date. As such, affiliates of Sun Capital Partners will, for the foreseeable future, have significant influence over our reporting and corporate management and affairs, and will be able to control virtually all matters requiring stockholder approval. For so long as affiliates of Sun Capital Partners own 30% or more of our outstanding shares of common stock, Sun Cardinal will have the right to designate a majority of our board of directors. For so long as affiliates of Sun Capital Partners have the right to designate a majority of our board of directors, the directors designated by affiliates of Sun Capital Partners are expected to constitute a majority of each committee of our board of directors, other than the Audit Committee, and the chairman of each of the committees, other than the Audit Committee, is expected to be a director serving on such committee who is designated by affiliates of Sun Capital Partners, provided that, at such time as we are not a "controlled company" under the NYSE corporate governance standards, our committee membership will comply with all applicable requirements of those standards and a majority of our board of directors will be "independent directors," as defined under the rules of the NYSE (subject to applicable phase-in rules).

As a "controlled company," the rules of the NYSE exempt us from the obligation to comply with certain corporate governance requirements, including the requirements that a majority of our board of directors consists of "independent directors," as defined under such rules, and that we have nominating and corporate governance and compensation committees that are each composed entirely of independent directors. These exemptions do not modify the requirement for a fully independent audit committee, which we have. Similarly, once we are no longer a "controlled company," we must comply with the independent board committee requirements as they relate to the nominating and corporate governance and compensation committees, which are permitted to be phased-in as follows: (1) one independent committee member on the date we cease to be a "controlled company"; (2) a majority of independent committee members within 90 days of such date; and (3) all independent committee members within one year of such date. Additionally, we will have 12 months from the date we cease to be a "controlled company" to have a majority of independent directors on our board of directors.

Affiliates of Sun Capital Partners control actions to be taken by us, our board of directors and our stockholders, including amendments to our amended and restated certificate of incorporation and amended and restated bylaws and approval of significant corporate transactions, including mergers and sales of substantially all of our assets. The directors designated by affiliates of Sun Capital Partners have the authority, subject to the terms of our indebtedness and the rules and regulations of the NYSE, to issue additional stock, implement stock repurchase programs, declare dividends and make other decisions. The NYSE independence standards are intended to ensure that directors who meet the independence standard are free of any conflicting interest that could influence their actions as directors. Our amended and restated certificate of incorporation provides that the doctrine of "corporate opportunity" does not apply against Sun Capital Partners or its affiliates, or any of our directors who are associates of, or affiliated with, Sun Capital Partners, in a manner that would prohibit them from investing in competing businesses or doing business with our partners or customers. It is possible that the interests of Sun Capital Partners and its affiliates may in some circumstances conflict with our interests and the interests of our other stockholders, including you. For example, Sun Capital Partners may have different tax positions from other stockholders which could influence their decisions regarding whether and when we should dispose of assets, whether and when we should incur new or refinance existing indebtedness, especially in light of the existence of the Tax Receivable Agreement, and whether and when we should terminate the Tax Receivable Agreement and accelerate our obligations thereunder. In addition, the structuring of future

transactions may take into consideration tax or other considerations of Sun Capital Partners and its affiliates even where no similar benefit would accrue to us. See "Tax Receivable Agreement" under Note 12 "Related Party Transactions" to the Audited Consolidated Financial Statements included in the 2016 Annual Report and Note 11 "Related Party Transactions" to the Unaudited Consolidated Financial Statements included in the 2017 Quarterly report, which are incorporated in this prospectus by reference, for additional information.

We are a holding company and we are dependent upon distributions from our subsidiaries to pay dividends, taxes and other expenses.

Vince Holding Corp. is a holding company with no material assets other than its ownership of membership interests in Vince Intermediate Holding, LLC, a holding company that has no material assets other than its interest in Vince, LLC and its foreign subsidiaries. In addition, as of April 29, 2017, Vince Holding Corp. held the remaining $3.2 million of proceeds from the 2016 Rights Offering. Neither Vince Holding Corp. nor Vince Intermediate Holding, LLC have any independent means of generating revenue. To the extent that we need funds, for a cash dividend to holders of our common stock or otherwise, and Vince Intermediate Holding, LLC or Vince, LLC is restricted from making such distributions under applicable law or regulation or is otherwise unable to provide such funds, it could materially adversely affect our liquidity and financial condition.

We file consolidated income tax returns on behalf of Vince Holding Corp. and Vince Intermediate Holding, LLC. Most of our future tax obligations will likely be attributed to the operations of Vince, LLC. Accordingly, most of the payments against the Tax Receivable Agreement will be attributed to the operations of Vince, LLC. We intend to cause Vince, LLC to pay distributions or make funds available to us in an amount sufficient to allow us to pay our taxes and any payments due to certain of our stockholders under the Tax Receivable Agreement. If, as a consequence of these various limitations and restrictions, we do not have sufficient funds to pay tax or other liabilities, we may have to borrow funds and thus our liquidity and financial condition could be materially adversely affected. To the extent that we are unable to make payments under the Tax Receivable Agreement for any reason, such payments will be deferred and will accrue interest at a default rate of one-year LIBOR plus 500 basis points until paid. See "Tax Receivable Agreement" under Note 12 "Related Party Transactions" to the Audited Consolidated Financial Statements included in the 2016 Annual Report and Note 11 "Related Party Transactions" to the Unaudited Consolidated Financial Statements included in the 2017 Quarterly report, which are incorporated in this prospectus by reference, for more information regarding the terms of the Tax Receivable Agreement.

Anti-takeover provisions of the DGCL and our amended and restated certificate of incorporation and bylaws could delay and discourage takeover attempts that stockholders may consider to be favorable.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that may make the acquisition of our Company more difficult without the approval of our board of directors. These provisions include:

- the classification of our board of directors so that not all members of our board of directors are elected at one time;
- the authorization of the issuance of undesignated preferred stock, the terms of which may be established and the shares of which may be issued without stockholder approval, and which may include super voting, special approval, dividend, or other rights or preferences superior to the rights of the holders of common stock;
- stockholder action can only be taken at a special or regular meeting and not by written consent following the time that Sun Capital Partners and its affiliates cease to beneficially own a majority of our common stock;
- advance notice procedures for nominating candidates to our board of directors or presenting matters at stockholder meetings;
- removal of directors only for cause following the time that Sun Capital Partners and its affiliates cease to beneficially own a majority of our common stock;

- allowing Sun Cardinal to fill any vacancy on our board of directors for so long as affiliates of Sun Capital Partners own 30% or more of our outstanding shares of common stock and thereafter, allowing only our board of directors to fill vacancies on our board of directors; and
- following the time that Sun Capital Partners and its affiliates cease to beneficially own a majority of our common stock, super-majority voting requirements to amend our bylaws and certain provisions of our certificate of incorporation.

Our amended and restated certificate of incorporation also contains a provision that provides us with protections similar to Section 203 of the Delaware General Corporation Law, or the DGCL, and prevents us from engaging in a business combination, such as a merger, with a person or group who acquires at least 15% of our voting stock for a period of three years from the date such person became an interested stockholder, unless board or stockholder approval is obtained prior to acquisition. However, our amended and restated certificate of incorporation also provides that both Sun Capital Partners and its affiliates and any persons to whom a Sun Capital Partners affiliate sells its common stock will be deemed to have been approved by our board of directors.

These anti-takeover provisions and other provisions under the DGCL could discourage, delay or prevent a transaction involving a change of control of our Company, even if doing so would benefit our stockholders. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors of your choosing and to cause us to take other corporate actions you desire.

Our amended and restated certificate of incorporation also provides that the Court of Chancery of the State of Delaware will be the sole and exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is, to the fullest extent permitted by applicable law, the sole and exclusive forum for any of the following: any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a claim against us arising under the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine. The choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business and financial condition.

We are an "emerging growth company" and have elected to comply with reduced public company reporting requirements, which could make our common stock less attractive to investors.

We are an "emerging growth company," as defined by the Jumpstart Our Business Startups Act, or JOBS Act. For as long as we continue to be an emerging growth company, we have chosen to take advantage of certain exemptions from various public company reporting requirements. These exemptions include, but are not limited to: (i) not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, (ii) reduced disclosure obligations regarding executive compensation in our periodic reports, proxy statements and registration statements, and (iii) exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We could be an emerging growth company for up to five years after the first sale of our common equity securities pursuant to an effective registration statement under the Securities Act which such fifth anniversary will occur in 2018. However, if certain events occur prior to the end of such five-year period, including if we become a "large accelerated filer," our annual gross revenues exceed $1.0 billion or we issue more than $1.0 billion of non-convertible debt in any three-year period, we would cease to be an emerging

growth company prior to the end of such five-year period. We will become a large accelerated filer the year after we have an aggregate worldwide market value of the voting and non-voting common equity held by non-affiliates of $700.0 million or more. We have taken advantage of certain of the reduced disclosure obligations regarding executive compensation in certain of our reports filed with the SEC and may elect to take advantage of other reduced burdens in future filings. As a result, the information we provide to holders of our common stock may be different than you might receive from other public reporting companies in which you hold equity interests. We cannot predict if investors will find our common stock less attractive as a result of our reliance on these exemptions. If some investors find our common stock less attractive as a result of any choice we make to reduce disclosure, there may be a less active trading market for our common stock and the price for our common stock may be more volatile.

As an emerging growth company we are not required to comply with the rules of the SEC implementing Section 404(b) of the Sarbanes-Oxley Act and therefore our independent registered public accounting firm is not required to formally attest to the effectiveness of our internal controls over financial reporting until the fiscal year after the fiscal year we cease to be an emerging growth company. We are required, however, to comply with the SEC's rules implementing Section 302 and 404 other than 404(b) of the Sarbanes-Oxley Act. These rules require management to certify financial and other information in our quarterly and annual reports and provide an annual management report on the effectiveness of controls over financial reporting. If we are unable to conclude that we have effective internal control over financial reporting, our independent registered public accounting firm is unable to provide us with an unqualified report as and when required by Section 404 or we are required to restate our financial statements, we may fail to meet our public reporting obligations and investors could lose confidence in our reported financial information, which could have a negative impact on the trading price of our stock.

Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards until such time as those standards apply to private companies. However, we have irrevocably elected not to avail ourselves of this extended transition period for complying with new or revised accounting standards and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

This offering may cause the price of our common stock to decline and it may not recover for a substantial period of time or at all.

The subscription price per whole share represents an approximate 15% discount to the closing sales price of our common stock on the NYSE on August 9, 2017. The subscription price, together with the number of shares of our common stock we propose to issue and ultimately will issue if this offering and the Backstop Commitment are completed, may result in an immediate decrease in the market value of our common stock. If the market price of our common stock falls below the subscription price, participants in this offering will have committed to buy shares of our common stock in this offering at a price greater than the prevailing market price. Further, if a substantial number of rights are exercised and the holders of the shares received upon exercise of those rights choose to sell some or all of those shares, the resulting sales could depress the market price of our common stock. We cannot assure you that the market price of our shares of common stock will not decline prior to the expiration of this offering or that, after shares of our common stock are issued upon exercise of rights, a subscribing rights holder will be able to sell shares of our common stock purchased in this offering at a price greater than or equal to the subscription price.

The subscription price determined for this offering and the purchase price under the Investment Agreement may not be indicative of the fair value of our common stock.

The subscription price was set by our Audit Committee and you should not consider the subscription price as an indication of the value of our common stock. The purchase price under the Investment Agreement is equal to the subscription price. The subscription price does not necessarily bear any relationship to the book value of our assets, net worth, past operations, cash flows, losses, financial condition or any other established criteria for fair value. The market price of our common stock could decline during or after this offering, and you may not be able to sell shares of our common stock purchased in this offering at a price equal to or greater than the subscription price, or at all.

Our common stock price has been, and may continue to be, volatile.

The trading price of our common stock has fluctuated, and may continue to fluctuate, substantially. The price of our common stock that will prevail in the market after this offering may be higher or lower than the subscription price, depending on many factors, some of which are beyond our control and may not be directly related to our operating performance. These factors include, but are not limited to, the following:

- price and volume fluctuations in the overall stock market from time to time;
- significant volatility in the market price and trading volume of securities of our competitors;
- our ability to regain compliance with the NYSE Listing standards;
- actual or anticipated changes in our earnings or fluctuations in our operating results or changes in the expectations or recommendations of securities analysts;
- material announcements by us or our competitors regarding business performance, financings, mergers and acquisitions or other transactions;
- general economic conditions and trends;
- competitive factors and pricing pressures for fabrics or other raw materials, particularly cotton, leather, and synthetics used in our manufactured apparel; or
- departures of key personnel.

Your interest in us may be diluted as a result of this offering.

Stockholders who do not fully exercise their rights should expect that they will, at the completion of this offering and the Backstop Commitment, own a smaller proportional interest in us than would otherwise be the case had they fully exercised their rights. After giving effect to this offering, assuming that it is fully subscribed, we would have approximately 116,147,872 shares of common stock outstanding, representing an increase in outstanding shares of approximately 135%.

There can be no guarantee that the transactions contemplated by the Investment Agreement will be consummated in the event this offering is not fully subscribed.

The closing of the transactions contemplated by the Investment Agreement is subject to satisfaction or waiver of customary conditions, including compliance with covenants and the accuracy of representations and warranties provided in the Investment Agreement and consummation of this offering. As a result, we cannot guarantee that the transactions contemplated by the Investment Agreement will be consummated in the event this offering is not fully subscribed. Failure to consummate the transactions contemplated by the Investment Agreement could have adverse effects on our business and results of operations, including our ability to ensure sufficient liquidity to make the required payments under the Tax Receivable Agreement and service our indebtedness.

The rights are non-transferable and thus there will be no market for them.

You cannot transfer or sell your rights to anyone else. We do not intend to list the rights on any securities exchange or include them in any automated quotation system. Therefore, there will be no market for the rights.

You may not be able to resell any shares of our common stock that you purchase upon the exercise of rights immediately upon expiration of this offering.

If you exercise your rights, you may not be able to resell the common stock purchased by exercising your rights until you (or your broker or other nominee) have received a stock certificate or book-entry representing

those shares. Although we will endeavor to issue the appropriate certificates and book-entries as soon as practicable after completion of this offering, there may be some delay between the expiration date and the time that we issue the new stock certificates and book-entries.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

While we intend to use a portion of the net proceeds of this offering to repay $9.0 million in principal amount of outstanding indebtedness under our Term loan Facility, which is a condition to the effectiveness of the Term Loan Amendment, and $15.0 million in principal amount of outstanding indebtedness under our Revolving Credit Facility, we will have broad discretion in determining how the remaining net proceeds of this offering will be used. While our board of directors believes the flexibility in application of the net proceeds is prudent, the broad discretion it affords entails increased risks to the investors in this offering. We intend to use the remaining net proceeds for general corporate purposes, which may include additional payments on our outstanding indebtedness. Our stockholders may not agree with the manner in which we choose to allocate and spend the net proceeds.

If we cancel this offering, neither we nor the subscription agent will have any obligation to you except to return your subscription payments.

We may withdraw or terminate this offering at any time only with the consent of Sun Cardinal and SCSF Cardinal or after the termination of the Investment Agreement in accordance with its terms. If we withdraw or terminate this offering, neither we nor the subscription agent will have any obligation with respect to rights that have been exercised except to return, without interest or deduction, any subscription payments the subscription agent received from you.

If you do not act on a timely basis and follow subscription instructions, your exercise of rights may be rejected.

Holders of shares of our common stock who desire to purchase shares of our common stock in this offering must act on a timely basis to ensure that all required forms and payments are actually received by the subscription agent prior to 5:00 p.m., New York City time, on the expiration date, unless extended. If you are a beneficial owner of shares of our common stock and you wish to exercise your rights, you must act promptly to ensure that your broker, custodian bank or other nominee acts for you and that all required forms and payments are actually received by your broker, custodian bank or other nominee in sufficient time to deliver such forms and payments to the subscription agent to exercise the rights granted in this offering that you beneficially own prior to 5:00 p.m., New York City time on the expiration date, unless extended. We will not be responsible if your broker, custodian or nominee fails to ensure that all required forms and payments are actually received by the subscription agent prior to 5:00 p.m., New York City time, on the expiration date, unless extended.

If you fail to complete and sign the required subscription forms, send an incorrect payment amount, or otherwise fail to follow the subscription procedures that apply to your exercise in this offering, the subscription agent may, depending on the circumstances, reject your subscription or accept it only to the extent of the payment received. Neither we nor the subscription agent undertakes to contact you concerning an incomplete or incorrect subscription form or payment, nor are we under any obligation to correct such forms or payment. We have the sole discretion to determine whether a subscription exercise properly follows the subscription procedures.

If you make payment of the subscription price by uncertified check, your check may not clear in sufficient time to enable you to purchase shares in this offering.

Any uncertified check used to pay for shares to be issued in this offering must clear prior to the expiration date of this offering, and the clearing process may require five or more business days. If you choose to exercise your subscription rights, in whole or in part, and to pay for shares by uncertified check and your check has not cleared prior to the expiration date of this offering, you will not have satisfied the conditions to exercise your subscription rights and will not receive the shares you wish to purchase.

The receipt of rights may be treated as a taxable dividend to you.

The distribution of the rights in this offering should be a non-taxable stock dividend under Section 305(a) of the Code. This position is not binding on the IRS, or the courts, however. If this offering is part of a "disproportionate distribution" under Section 305 of the Code, your receipt of rights in this offering may be treated as the receipt of a distribution equal to the fair market value of the rights. Any such distribution treated as a disproportionate distribution would be treated as dividend income to the extent of our current and accumulated earnings and profits, with any excess being treated as a return of basis to the extent thereof and then as capital gain. See "Material U.S. Federal Income Tax Considerations."

Affiliates of Sun Capital Partners beneficially own a majority of the outstanding shares of our common stock, and one of those affiliates is providing the Backstop Commitment. The interests of Sun Capital Partners and its affiliates in this offering may be different from yours.

As of the record date, Sun Capital Partners and its affiliates beneficially owned approximately 58% of our outstanding common stock. Two of those affiliates, Sun Cardinal and SCSF Cardinal, are providing the Backstop Commitment in connection with this offering. See "The Investment Agreement." In the event that the Backstop Commitment is fully exercised as a result of no stockholders electing to participate in this offering, Sun Capital Partners and its affiliates will own approximately 82% of our outstanding common stock upon the closing of the Backstop Commitment. Sun Cardinal, one of our stockholders and an affiliate of Sun Capital Partners, has the right to designate a majority of the members of our board of directors for so long as affiliates of Sun Capital Partners own 30% or more of our outstanding shares of our common stock. A majority of the members of our board of directors have been designated by Sun Cardinal pursuant to that right. As a result, Sun Capital Partners and its affiliates have the ability to exercise influence over decision-making with respect to our business direction, including this offering and the interests of Sun Capital Partners in this offering may be different from yours.

QUESTIONS AND ANSWERS RELATING TO THE RIGHTS OFFERING

The following are examples of what we anticipate will be common questions about this offering. The answers are based on selected information included elsewhere in this prospectus. The following questions and answers do not contain all of the information that may be important to you and may not address all of the questions that you may have about this offering. This prospectus and the documents we incorporate by reference contain more detailed descriptions of the terms and conditions of this offering and provide additional information about us and our business, including potential risks related to our business, this offering and our common stock.

What is this offering?

We are issuing to the holders of our common stock as of the record date non-transferable rights to subscribe for an aggregate of up to 66,670,610 shares of our common stock. Each holder, who we refer to as a rights holder or you, is being issued one non-transferable right for each share of our common stock owned on the record date (1 for 1). Each right entitles you to purchase 1.3475 shares of our common stock, which we refer to as the subscription right, at a price of $0.45 per whole share, which we refer to as the subscription price. Rights may only be exercised in aggregate for whole numbers of shares of our common stock; no fractional shares of our common stock will be issued in this offering.

What is the over-subscription right?

If you purchase all of the shares of our common stock available to you pursuant to your subscription rights, you may also choose to purchase a portion of any shares of our common stock that our other stockholders do not purchase through the exercise of their subscription rights. You should indicate on your rights certificate, or the form provided by your nominee if your shares are held in the name of a nominee, how many additional shares of our common stock you would like to purchase pursuant to your over-subscription right. You are entitled to exercise your over-subscription right only if you exercise your subscription right in full.

The over-subscription right allows a rights holder to subscribe for an additional amount equal to up to an aggregate of 9.99% of our outstanding shares of common stock after giving effect to the consummation of the transactions contemplated by the Rights Offering and the Investment Agreement. If sufficient shares of our common stock are available, we will seek to honor over-subscription requests in full, subject to the 9.99% aggregate cap. See “The Rights Offering—Ownership Restrictions.” If over-subscription requests exceed the number of shares available, however, we will allocate the available shares pro rata among rights holders who over-subscribe based on the relative number of subscription rights exercised. See “The Rights Offering—Over-Subscription Right.”

To properly exercise your over-subscription privilege, you must deliver the subscription payment related to your over-subscription right before this offering expires. Because we will not know the total number of unsubscribed shares of our common stock before this offering expires, if you wish to maximize the number of shares you purchase pursuant to your over-subscription right, you will need to deliver payment in an amount equal to the aggregate subscription price for the maximum number of shares you desire to purchase (i.e., the aggregate payment for both your subscription right and for any additional shares you desire to purchase pursuant to your over-subscription request). Any excess subscription payments received by the subscription agent will be returned, without interest or penalty, as soon as practicable.

Why are we conducting this offering?

We are conducting this offering in order to raise additional capital, to improve and strengthen our balance sheet and liquidity position, to address our management’s determination of our ability to continue as a going concern and to comply with conditions to the Term Loan Amendment. We intend to use a portion of the net

proceeds of this offering and the Backstop Commitment to repay $9.0 million in principal amount of outstanding indebtedness under the Term Loan Facility, which is a condition to the effectiveness of the Term Loan Amendment, and $15.0 million in principal amount of outstanding indebtedness under our Revolving Credit Facility (without a concurrent commitment reduction). We intend to use the remaining net proceeds for general corporate purposes, which may include additional payments on our outstanding indebtedness. Completion of this offering is also a condition to effectiveness of the amendment to our Term Loan Facility. See "Prospectus Summary—Recent Developments—Amendments to Term Loan Facility."

Our board of directors and, separately, the Audit Committee of our board of directors, considered and evaluated a number of factors relating to this offering, including:

- our current capital resources and our future need for additional liquidity and capital;
- our need for increased financial flexibility in order to enable us to achieve our business plan;
- the size and timing of this offering;
- the potential dilution to our current stockholders if they choose not to participate in this offering;
- the transferability of the rights;
- alternatives available for raising capital, including debt and other forms of equity raises;
- the potential impact of this offering on the public float for our common stock; and
- the fact that existing stockholders would have the opportunity to participate on a pro rata basis to purchase additional shares of our common stock, subject to certain restriction.

The Investment Agreement was reviewed, negotiated and approved by the Audit Committee of our board of directors, consisting entirely of independent directors who are not affiliated with Sun Capital Partners, with advice from legal counsel, and the Investment Agreement was entered into with input from the Audit Committee's independent financial advisor.

Am I required to exercise the rights I receive in this offering?

No. You may exercise any number of your rights (subject to the limitations described in "—What are the rights?"), or you may choose not to exercise any of your rights. However, if you choose not to exercise your rights or you exercise less than your full amount of rights and other stockholders fully exercise their rights, the percentage of our common stock owned by other stockholders will increase relative to your ownership percentage, and your voting and other rights in Vince will likewise be diluted.

What are the rights?

The rights give holders the opportunity to purchase 1.3475 shares of our common stock for every right held at a subscription price of $0.45 per whole share, provided that (1) rights may be exercised in aggregate only to purchase whole shares of our common stock and (2) the total subscription price payable upon any exercise of rights will be rounded to the nearest whole cent. You will receive one right for each one of our shares of common stock owned as of 5:00 p.m., New York City time, on the record date. For example, if you own 100 shares of our common stock as of 5:00 p.m., New York City time, on the record date, your rights would entitle you to purchase a total of 134 shares of our common stock for a total subscription price of $60.30 (after rounding to the nearest whole cent). Subject to the limitations described above, you may exercise some or all of your rights, or you may choose not to exercise any rights at all.

May I sell, transfer or assign my rights?

No. You may not transfer, sell or assign any of the rights distributed to you, provided however, subscription rights will be transferable by operation of law (e.g., by death of the rights holder). The rights are non-transferable and we do not intend to list the rights on any securities exchange or include them in any automated quotation system. Therefore, there will be no market for the rights.

However, the shares of our common stock issued upon the exercise of rights are expected to be listed on NYSE under the symbol "VNCE."

How do I exercise my rights if my shares of the Company's common stock are held in my name?

If you hold your shares of our common stock in your name and you wish to participate in this offering, you must deliver a properly completed and duly executed rights certificate or instruct Depository Trust Company to transfer your rights to the account of the subscription agent, as applicable, and deliver all other required subscription documents, together with payment of the full subscription price, to the subscription agent before 5:00 p.m., New York City time, on the expiration date.

If you send an uncertified check, payment will not be deemed to have been delivered to the subscription agent until the check has cleared. In certain cases, you may be required to provide signature guarantees.

Please follow the delivery instructions on the rights certificate. Do not deliver documents to us. You are solely responsible for completing delivery to the subscription agent of your rights certificate, all other required subscription documents and subscription payment. You should allow sufficient time for delivery of your subscription materials to the subscription agent so that the subscription agent receives them by 5:00 p.m., New York City time, on the expiration date. See "— To whom should I send my forms and payment?" below.

If you send a payment that is insufficient to purchase the number of shares of our common stock you requested, or if the number of shares of our common stock you requested is not specified in the forms, the payment received will be applied to exercise your rights to the fullest extent possible based on the amount of the payment received pursuant to your rights. Any payment that is received but not so applied will be refunded to you without interest (subject to the rounding of the amount so applied to the nearest whole cent).

What form of payment is required to purchase shares of the Company's common stock?

As described in the instructions accompanying the rights certificate, payments submitted to the subscription agent must be made in U.S. currency. Checks or bank drafts drawn on U.S. banks should be payable to "Broadridge Corporate Issuer Solutions, Inc., as subscription agent for Vince Holding Corp."

Payments will be deemed to have been received upon clearance of any uncertified check. Please note that funds paid by uncertified check may take five or more business days to clear. Accordingly, rights holders who wish to pay the subscription price by means of uncertified check are urged to make payment sufficiently in advance of the expiration time to ensure that such payment is received and clears by such date. If you hold your shares of our common stock in the name of a broker, dealer, custodian bank or other nominee, separate payment instructions may apply. Please contact your nominee, if applicable, for further payment instructions.

How do I exercise my rights if my shares of the Company's common stock are held in the name of a broker, dealer, custodian bank or other nominee?

If you hold your shares of our common stock in the name of a broker, dealer, custodian bank or other nominee who uses the services of Depository Trust Company, Depository Trust Company will credit one right to your nominee record holder for each share of our common stock that you beneficially owned as of the record date. If you are not contacted by your nominee, you should contact your nominee as soon as possible.

How soon must I act to exercise my subscription rights?

If your shares of our common stock are registered in your name and you elect to exercise any or all of your rights, the subscription agent must receive your properly completed and duly executed rights certificate or the transfer of your rights by Depository Trust Company, as applicable, all other required subscription documents

and full subscription payment, including final clearance of any uncertified check, before this offering expires at 5:00 p.m., New York City time, on the expiration date, which is August 30, 2017. If you hold your shares in the name of a broker, dealer, custodian bank or other nominee, your nominee may establish an earlier deadline before the expiration of this offering by which time you must provide the nominee with your instructions and payment to exercise your rights. Although our board of directors, or a committee thereof, may extend the expiration date (which extension requires the consent of Sun Cardinal and SCSF Cardinal if it results in this offering remaining open for more than 20 days), it currently does not intend to do so.

Although we will make reasonable attempts to provide this prospectus to our stockholders to whom rights are distributed, this offering and all rights will expire at 5:00 p.m., New York City time, on the expiration date, whether or not we have been able to locate and deliver this prospectus to all such stockholders.

After I exercise my rights, can I change my mind?

Yes. You will be able to revoke your subscription, in whole or in part, provided such revocation notice is received on or before the expiration date. See "The Rights Offering—Revocation, Withdrawal or Cancellation of Subscription Rights."

Can this offering be cancelled or extended?

Yes. Our Audit Committee, with the assistance of its independent financial advisor, may continue to explore and evaluate other potential alternative financing transactions that would qualify as Superior Transactions. This offering may only be terminated with the consent of Sun Cardinal and SCSF Cardinal or after the termination of the Investment Agreement in accordance with its terms. If we withdraw or terminate this offering, neither we nor the subscription agent will have any obligation with respect to rights that have been exercised except to return, without interest or deduction, any subscription payments the subscription agent received from you. If we were to cancel this offering, any money received from subscribing stockholders would be returned promptly, without interest or penalty, and we would not be obligated to issue shares or common stock to holders who have exercised their rights prior to termination. In addition, we may extend the period for exercising the rights, subject to the terms of the Investment Agreement, including that any extension that results in this offering remaining open for more than 20 days requires the consent of Sun Cardinal and SCSF Cardinal. See "The Rights Offering—Reasons for the Rights Offering" and "The Investment Agreement—Termination."

How was the subscription price determined?

The subscription price was set by our Audit Committee considering, among other things, input from its independent financial advisor. The Audit Committee of our board of directors consists entirely of independent directors who are not affiliated with Sun Capital Partners. The factors considered by our Audit Committee and the process our Audit Committee undertook to review, consider and approve the subscription price are discussed in "The Rights Offering—Reasons for the Rights Offering" and "The Rights Offering—Determination of the Subscription Price."

Has our board of directors made a recommendation to our stockholders regarding the exercise of rights under this offering?

No. Neither our board of directors nor our Audit Committee has made, nor will they make, any recommendation to stockholders regarding the exercise of rights in this offering. We cannot predict the price at which our shares of common stock will trade after this offering. You should make an independent investment decision about whether or not to exercise your rights. Stockholders who exercise rights risk investment loss on new money invested. We cannot assure you that the market price for our common stock will remain above the subscription price or that anyone purchasing shares at the subscription price will be able to sell those shares in

the future at the same price or a higher price. If you do not exercise your rights, you will lose any value represented by your rights, and if you do not exercise your rights in full, your percentage ownership interest and related rights in Vince will be diluted.

As of the record date, Sun Capital Partners and its affiliates beneficially owned approximately 58% of our common stock, and four of our eight directors are affiliated with Sun Capital Partners, Sun Cardinal and SCSF Cardinal. You should not view the intentions of Sun Cardinal or SCSF Cardinal as a recommendation or other indication by them, Sun Capital Partners or any member of our board of directors, regarding whether the exercise of the subscription rights is or is not in your best interests.

May I participate in this offering if I sell my common stock after the record date?

The record date for this offering is August 14, 2017. If you own common stock as of 5:00 p.m., New York City time, on the record date, you will receive rights and may participate in this offering even if you subsequently sell your common stock.

Are there any risks associated with this offering?

Stockholders who exercise their rights will incur investment risk on new money invested. The stock market and, in particular, our common stock price, has experienced significant volatility recently. As a result, the market price for our common stock may be volatile. This offering will increase the number of outstanding shares of our common stock (assuming the exercise of the rights in full) by approximately 135% and the trading volume in our common stock may fluctuate more than usual and cause significant price variations to occur. The market price of our common stock will depend on many factors, which may change from time to time, including our financial condition, performance, creditworthiness and prospects, future sales of our securities and other factors. Volatility in the market price of our common stock may prevent you from being able to sell our common stock when you want or at prices you find attractive. You should make your decision based on your assessment of our business and financial condition, our prospects for the future, the terms of this offering and the information contained in, or incorporated by reference into, this prospectus or any free writing prospectus. You should carefully consider the risks, among other things, described under the heading “Risk Factors” and in the documents incorporated by reference into this prospectus before exercising your rights and investing in shares of our common stock.

Will the directors and executive officers participate in this offering?

To the extent they hold common stock as of the record date, our directors and executive officers are entitled to participate in this offering on the same terms and conditions applicable to all other stockholders. While some or all of our directors and executive officers may participate in this offering, they are not required to do so. Four of our eight directors are affiliated with Sun Capital Partners, Sun Cardinal and SCSF Cardinal, the providers of the Backstop Commitment in connection with this offering. See “The Rights Offering—Effect of Rights Offering on Existing Stockholders; Interests of Certain Stockholders, Directors and Officers.”

Will Sun Capital Partners or any of its affiliates participate in this offering?

As of the record date, Sun Capital Partners and its affiliates beneficially owned 28,499,209 shares of our common stock, constituting approximately 58% of our outstanding common stock. Affiliates of Sun Capital Partners are entitled to participate in this offering on the same terms and conditions applicable to all rights holders. While such affiliates may participate in this offering, they are not required to do so. However, Sun Cardinal and SCSF Cardinal have provided the Backstop Commitment in the event the proceeds from this offering are less than $30.0 million. See “Investment Agreement.”

When will I receive my shares of the Company’s common stock?

Stockholders whose shares are held of record by Cede & Co., or Cede, the nominee of Depository Trust Company, or by any other depository or nominee on their behalf or their broker-dealers’ behalf will have any

shares that they acquire credited to the account of Cede or such other depository or nominee. With respect to all other stockholders, stock certificates for all shares acquired will be mailed after payment for all the shares subscribed for has cleared, which may take up to 15 business days from the expiration date.

Is there a backstop purchaser?

Yes. On August 10, 2017, we entered into the Investment Agreement with Sun Cardinal and SCSF Cardinal, affiliates of Sun Capital Partners, pursuant to which we have agreed to issue and sell to Sun Cardinal and SCSF Cardinal, and Sun Cardinal and SCSF Cardinal have agreed to purchase, an aggregate number of shares of our common stock equal to (x) $30.0 million, minus (y) the aggregate proceeds of this offering, at a price per share equal to the subscription price, subject to the terms and conditions of the Investment Agreement. See "Investment Agreement" for additional details on the Backstop Commitment, including our expense reimbursement obligation to Sun Cardinal and SCSF Cardinal. See "The Investment Agreement—No Commitment Fee; Expense Reimbursement" and "—Closing Conditions."

Why is there a backstop purchaser?

We obtained the commitment of Sun Cardinal and SCSF Cardinal to act as the backstop purchasers under the Investment Agreement to ensure that we would receive at least $30.0 million of gross proceeds, less fees and expenses of this offering and the Backstop Commitment.

What effects will this offering have on our outstanding common stock?

After giving effect to this offering, assuming that it is fully subscribed, we will have approximately 116,147,872 shares of common stock outstanding, representing an increase of approximately 135% in our outstanding shares as of the record date. If you fully exercise the rights that we distribute to you, your proportional interest in us will remain the same. If you do not exercise any rights, or you exercise less than all of your rights, your interest in us will be diluted, as you will own a smaller proportional interest in us compared to your interest prior to this offering.

As of the record date, Sun Capital Partners and its affiliates beneficially owned approximately 58% of our common stock, and four of our eight directors are affiliated with Sun Capital Partners, Sun Cardinal and SCSF Cardinal. Sun Capital Partners and its affiliates will have the right to subscribe for and purchase shares of our common stock in this offering, but they have no obligation to do so.

If all of our stockholders, including Sun Capital Partners and its affiliates, exercise the subscription rights issued to them and this offering is therefore fully subscribed, the beneficial ownership percentage of Sun Capital Partners and its affiliates will not change. Assuming that no holders, including Sun Capital Partners and its affiliates, exercise their rights in this offering, Sun Cardinal and SCSF Cardinal will acquire 66,670,610 shares of our common stock at the subscription price pursuant to the Backstop Commitment, following which (1) Sun Capital Partners and its affiliates would beneficially own approximately 82% of our outstanding common stock and (2) all other holders would beneficially own approximately 18% of our outstanding common stock. All ownership percentages described in this paragraph are based upon our outstanding common stock and the beneficial ownership of Sun Capital Partners and its affiliates as of the record date. Except as a result of any increase in its ownership of our common stock and related rights, Sun Capital Partners and its affiliates will not obtain any additional governance or control rights as a result of this offering.

The number of shares of our common stock outstanding listed in each case above assumes that (1) all of the other shares of our common stock issued and outstanding on the record date will remain issued and outstanding and owned by the same persons as of the closing of this offering and (2) we will not issue any shares of common stock in the period between the record date and the closing of this offering.

Are there any conditions to Sun Cardinal and SCSF Cardinal's obligations under the Investment Agreement?

Yes. The obligations of Sun Cardinal and SCSF Cardinal to consummate the transactions under the Investment Agreement are subject to the satisfaction or waiver of specified conditions, including, but not limited to, compliance with covenants and the accuracy of representations and warranties provided in the Investment Agreement, consummation of this offering, the receipt of all required regulatory approvals and no material adverse effect with respect to our financial condition, business, properties, assets, liabilities or results of operations.

When do Sun Cardinal and SCSF Cardinal's obligations under the Investment Agreement expire?

The Investment Agreement may be terminated by the Company, on the one hand, or Sun Cardinal and SCSF Cardinal, on the other hand, if the transactions contemplated by the Investment Agreement have not been consummated by September 30, 2017.

How much will we receive from this offering and how will such proceeds be used?

We estimate that the net proceeds from this offering and the Backstop Commitment will be approximately $29.0 million, after deducting expenses related to this offering.

We intend to use a portion of the net proceeds to repay $9.0 million in principal amount of outstanding indebtedness under our Term Loan Facility, which is a condition to the effectiveness of the Term Loan Amendment, and $15.0 million in principal amount of outstanding indebtedness under our Revolving Credit Facility (without a concurrent commitment reduction). We intend to use the remaining net proceeds for general corporate purposes, which may include additional payments on our outstanding indebtedness. See "Use of Proceeds."

If my exercise of rights is not valid or if this offering is not completed, will my subscription payment be refunded to me?

Yes. The subscription agent will hold all funds it receives in a segregated bank account until the completion of this offering. If your exercise of rights is deemed not to be valid or this offering is not completed, all subscription payments received by the subscription agent will be returned as soon as practicable following the expiration of this offering, without interest or penalty. If you own shares through a nominee, it may take longer for you to receive your subscription payments because the subscription agent will return payments through the record holder of your shares.

What fees or charges apply if I purchase shares in this offering?

We are not charging any fee or sales commission to issue rights to you or to issue shares of our common stock to you if you exercise your rights. If you exercise your rights through a broker, dealer, custodian bank or other nominee, you are responsible for paying any fees your nominee may charge you.

What are the U.S. federal income tax consequences of exercising my rights?

For U.S. federal income tax purposes, a holder should not recognize income or loss in connection with the receipt or exercise of rights in this offering. You should consult your tax advisor as to your particular tax consequences resulting from this offering. For a summary of certain U.S. federal income tax consequences of this offering, see "Material U.S. Federal Income Tax Considerations."

To whom should I send my forms and payment?

If your shares of our common stock are held in the name of a broker, dealer, custodian bank or other nominee, then you should deliver all required subscription documents and subscription payments pursuant to the

instructions provided by your nominee. If your shares of our common stock are held in your name, then you should instruct Depository Trust Company to transfer your rights or send your rights certificate to the subscription agent, and send all other required subscription documents and subscription payments by mail, hand delivery or overnight courier to the appropriate address listed below:

If delivering by regular mail :

Broadridge Corporate Issuer Solutions, Inc.
Attn: BCIS Re-Organization Dept.
P.O. Box 1317
Brentwood, NY 11717-0693

If delivering by hand or overnight courier :

Broadridge Corporate Issuer Solutions, Inc.
Attn: BCIS IWS
51 Mercedes Way
Edgewood, NY 11717

You and, if applicable, your nominee are solely responsible for instructing Depository Trust Company to transfer your rights to the subscription agent or completing delivery to the subscription agent of your rights certificate, as applicable, as well as completing delivery of all other required subscription documents and subscription payments. You should allow sufficient time for delivery of your subscription materials to the subscription agent and clearance of payments before the expiration of this offering. If you hold your common stock through a broker, dealer, custodian bank or other nominee, your nominee may establish an earlier deadline before the expiration date of this offering.

Whom should I contact if I have other questions?

If you have any questions regarding this offering, completion of the rights certificate or any other subscription documents or submitting payment in this offering, please contact Broadridge toll-free at: +1 (855) 793-5068.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and certain information incorporated herein by reference, contains forward-looking statements under the Private Securities Litigation Reform Act of 1995. Such statements often include words 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 financial results or benefits anticipated. These forward-looking statements are not guarantees of actual results. 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 maintain adequate cash flow from operations or availability under our Revolving Credit Facility to meet our liquidity needs (including our obligations under the Tax Receivable Agreement with the pre-IPO stockholders);
- our ability to continue as a going concern;
- our ability to regain compliance with the continued listing standards of NYSE;
- our ability to successfully operate the newly implemented systems, processes and functions recently transitioned from Kellwood;
- our ability to remediate the identified material weaknesses in our internal control over financial reporting; our ability to ensure the proper operation of the distribution facility by a third-party logistics provider recently transitioned from Kellwood;
- 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 excess inventory in a way that will promote the long-term health of the brand;
- 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 plans, 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; our ability to attract and retain key personnel;
- commodity, raw material and other cost increases;

- compliance with domestic and international 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;
- our ability to consummate this offering; and
- other factors described in this prospectus under “Risk Factors” or as set forth from time to time in our SEC filings.

We intend these forward-looking statements to speak only as of the time of this prospectus and do not undertake to update or revise them as more information becomes available. Such statements reflect our views with respect to future events and are subject to these and other risks, uncertainties and assumptions relating to the operations, results of operations, growth strategy and liquidity of Vince. Readers are cautioned not to place undue reliance on these forward-looking statements. We do not undertake any obligation to release publicly any revisions to these forward-looking statements to reflect future events or circumstances or to reflect the occurrence of unanticipated events.

USE OF PROCEEDS

We estimate that the net proceeds from this offering and the Backstop Commitment will be approximately $29.0 million, after deducting expenses related to this offering.

We intend to use a portion of the net proceeds to repay $9.0 million in principal amount of outstanding indebtedness under our Term Loan Facility, which is a condition to the effectiveness of the Term Loan Amendment, and $15.0 million in principal amount of outstanding indebtedness under our Revolving Credit Facility (without a concurrent commitment reduction). We intend to use the remaining net proceeds for general corporate purposes, which may include additional payments on our outstanding indebtedness.

CAPITALIZATION

The following table sets forth our capitalization as of April 29, 2017 and our capitalization on a pro forma basis to give effect to the sale of 66,670,610 shares of our common stock in this offering or pursuant to the Backstop Commitment at a subscription price of $0.45 per whole share, and our receipt of the net proceeds from that sale. This table should be read in conjunction with "Use of Proceeds" included elsewhere in this prospectus and our consolidated audited and unaudited financial statements and the notes thereto incorporated by reference in this prospectus.

	As of April 29, 2017	
(in thousands)	**Actual**	**Pro Forma**
Cash and restricted cash:		
Cash and cash equivalents	$ 15,391	$ 20,375
Short-term borrowings:		
Revolving Credit Facility	—	—
Long-term debt:		
Revolving Credit Facility	21,136	6,136
Term Loan Facility	45,000	36,000
Stockholders' (deficit) equity:		
Common stock, $0.01 par value per share; 100,000,000 shares authorized and 49,433,218 shares issued and outstanding, actual basis; 250,000,000 shares authorized and 116,103,828 shares issued and outstanding, pro forma basis(1)	494	1,161
Additional paid-in capital	1,083,043	1,111,360
Accumulated deficit	(1,106,511)	(1,106,511)
Accumulated other comprehensive loss	(65)	(65)
Total stockholders' deficit	(23,039)	5,945
Total capitalization	$ 43,097	$ 48,081

(1) Assumes the effectiveness of an amendment to our amended and restated certificate of incorporation to increase the number of authorized shares of common stock, which amendment will be effective prior to the closing of this offering.

DILUTION

Purchasers of our common stock in the rights offering will experience an immediate and substantial dilution of the net tangible book value of the shares purchased. As of April 29, 2017, we had a net tangible book value of approximately $(144.5) million, or $(2.92) per share of our common stock. Net tangible book value per share is equal to our total net tangible book value, which is our total tangible assets less our total liabilities, divided by the number of shares of our outstanding common stock. Dilution per share equals the difference between the amount per share paid by purchasers of shares of common stock in the rights offering and the net tangible book value per share of our common stock immediately after the rights offering.

By way of illustration, based on the sale by us in this rights offering of 66,670,610 shares at the subscription price of $0.45 per share, and after deducting estimated offering expenses and fees payable by us of $1.0 million and the application of the estimated $29.0 million of net proceeds from the rights offering, our pro forma net tangible book value as of April 29, 2017 would have been approximately $(115.6) million, or $(1.00) per share. This represents an immediate increase in pro forma net tangible book value to existing shareholders of $1.92 per share and an immediate dilution to purchasers in the rights offering of $1.45 per share.

The following table illustrates this per-share dilution as of April 29, 2017. You should read this information in conjunction with our consolidated financial statements and notes thereto incorporated by reference into this prospectus.

Subscription price		$ 0.45
Net tangible book value per share as of April 29, 2017 prior to the rights offering	$(2.92)	
Increase in net tangible book value per share attributable to the rights offering	$ 1.92	
Pro forma net tangible book value per share as of April 29, 2017 after the rights offering		$(1.00)
Dilution in net tangible book value per share to purchasers		$ 1.45

The information above excludes the following, as of April 29, 2017:

- 2,090,866 shares of common stock issuable upon the exercise of stock options outstanding with a weighted average exercise price of $4.53 per share;
- 1,178,229 shares of common stock reserved for future issuance under our 2013 Incentive Plan;
- 987,610 shares of common stock reserved for future issuance under our Amended and Restated 2013 Employee Stock Purchase Plan; and
- 106,707 shares of common stock issuable upon the vesting of outstanding restricted stock units.

MARKET FOR OUR COMMON STOCK

Our common stock is traded on the NYSE under the symbol "VNCE." The table below shows the high and low sales closing prices for our common stock for the periods indicated, as reported by the NYSE.

	Price Ranges	
	High	Low
Fiscal Year Ended January 27, 2018		
First Quarter	$ 3.05	$ 0.75
Second Quarter (through July 25, 2017)	1.00	0.28
Fiscal Year Ended January 28, 2017		
First Quarter	$ 8.11	$ 4.14
Second Quarter	6.75	4.81
Third Quarter	7.17	4.60
Fourth Quarter	5.50	2.90
Fiscal Year Ended January 30, 2016		
First Quarter	$25.30	$16.50
Second Quarter	18.86	9.46
Third Quarter	9.80	3.31
Fourth Quarter	7.06	3.49

THE RIGHTS OFFERING

Before deciding whether to exercise your subscription rights, you should carefully read this prospectus, including the information set forth under the heading "Risk Factors" and the information that is incorporated by reference into this prospectus.

Reasons for the Rights Offering

During fiscal 2016 and continuing into fiscal 2017, 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 migration of our IT systems from Kellwood. 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, and we have considered various alternatives with respect to methods of enhancing our liquidity position. In June 2017, we entered into the Term Loan Amendment and the ABL Amendment to, among other things, waive our requirement to comply with the Consolidated Net Total Leverage Ratio (as defined in the Term Loan Facility) covenant and increase liquidity, respectively. Completion of this offering is a condition to effectiveness of the Term Loan Amendment. See "Prospectus Summary —Recent Developments—Amendments to Term Loan Facility." Proceeds we receive from this offering will provide us with additional liquidity and allow us to repay a portion of the outstanding indebtedness under the Term Loan Facility and the Revolving Credit Facility as well as comply with covenants under our Term Loan Facility and our Revolving Credit Facility. This will allow us to address our management's determination of our ability to continue as a going concern, as well as provide additional cash for use in our operations. Furthermore, this offering would allow us to raise equity capital in a manner that allows all of our stockholders the opportunity to participate in the transaction on a pro-rata basis, and if all stockholders exercise their rights, our stockholders may avoid dilution of their ownership interest in the Company, subject to the treatment of fractional shares.

Our board of directors and, separately, the Audit Committee of our board of directors, considered various factors in evaluating this offering and related transactions, including:

- our current capital resources and our future need for additional liquidity and capital;
- our need for increased financial flexibility in order to enable us to achieve our business plan;
- the effectiveness of the Term Loan Amendment being conditioned on consummation of this offering;
- the size and timing of this offering;
- the potential dilution to our current stockholders if they choose not to participate in this offering;
- the transferability of the rights;
- alternatives available for raising capital, including debt and other forms of equity raises;
- the potential impact of this offering on the public float for our common stock; and
- the fact that existing stockholders would have the opportunity to participate on a pro rata basis to purchase additional shares of our common stock, subject to certain restriction.

The Investment Agreement was reviewed, negotiated and approved by the Audit Committee, consisting entirely of independent directors who are not affiliated with Sun Capital Partners or the Company, with advice from legal counsel, and the Investment Agreement was entered into with input from the Audit Committee's independent financial advisor.

The Audit Committee, with the assistance of its independent financial advisor, may continue to explore and evaluate other potential alternative financing transactions that would qualify as Superior Transactions. The Investment Agreement (and this offering) may be terminated by us if we have entered into a definitive agreement to effect a Superior Transaction and we will not be required to pay any termination fee.

Terms of the Offer

We are issuing to our stockholders as of the record date non-transferable rights to subscribe for an aggregate of up to 66,670,610 shares of our common stock. Each record date stockholder is being issued one non-transferable right for each share of our common stock owned as of 5:00 p.m., New York City time, on the record date (1 for 1). Each right entitles the holder to purchase 1.3475 shares of our common stock, which we refer to as the subscription right, at a price of $0.45 per whole share, which we refer to as the subscription price. Rights may only be exercised in aggregate for whole numbers of shares of our common stock; no fractional shares of our common stock will be issued in this offering.

Rights holders who fully exercise their rights will be entitled to subscribe for additional shares of our common stock that remain unsubscribed as a result of any unexercised subscription rights, which we refer to as the remaining shares, in an amount equal to up to an aggregate of 9.99% of our outstanding shares of common stock after giving effect to the consummation of the transactions contemplated by the Rights Offering and the Investment Agreement, which we refer to as the over-subscription right. Such limitations will not apply to Sun Capital Partners and its affiliates. If sufficient remaining shares of our common stock are available, all over-subscription requests will be honored in full, subject to the 9.99% aggregate cap. See "—Ownership Restrictions." Shares of our common stock acquired pursuant to the over-subscription right are subject to certain limitations and pro rata allocations. See "—Over-Subscription Right" below.

We refer to the subscription rights and over-subscription rights collectively as rights. Rights may be exercised at any time during the subscription period, which commences on August 15, 2017, and ends at 5:00 p.m., New York City time, on August 30, 2017, the expiration date, unless extended by us.

The shares of our common stock issued upon the exercise of rights are expected to be listed on the NYSE under the symbol "VNCE." The rights will be evidenced by subscription certificates which will be mailed to stockholders, except as discussed below under "Foreign Stockholders."

For purposes of determining the number of shares a rights holder may acquire in this offering, broker-dealers, trust companies, banks or others whose shares are held of record by Cede or by any other depository or nominee will be deemed to be the holders of the rights that are issued to Cede or the other depository or nominee on their behalf.

There is no minimum number of rights which must be exercised in order for this offering to close.

Over-Subscription Right

The over-subscription right allows a rights holder to subscribe for an additional amount equal to up to an aggregate of 9.99% of our outstanding shares of common stock after giving effect to the consummation of the transactions contemplated by the Rights Offering and the Investment Agreement. Such limitations will not apply to Sun Capital Partners and its affiliates. Rights holders are entitled to exercise the over-subscription right only if they exercise the subscription right in full. Rights holders should indicate on the subscription certificate that they submit with respect to the exercise of the rights issued to them how many additional shares of our common stock they are willing to acquire pursuant to the over-subscription right. If sufficient shares of our common stock are available after taking into account the exercise of subscription rights and the aggregate amount of shares requested pursuant to the over-subscription right, we will seek to honor over-subscription requests in full subject to the 9.99% aggregate cap. See "—Ownership Restrictions."

If requests for shares of our common stock pursuant to the over-subscription right exceed the remaining shares available for purchase pursuant to the over-subscription right, the available remaining shares will be allocated pro-rata among rights holders who properly over-subscribe based on the subscription rights exercised. The allocation process may involve a series of allocations to assure that the total number of remaining shares available for over-subscriptions is distributed on a pro-rata basis. The percentage of remaining shares each over-subscribing rights holder may acquire will be rounded down to result in delivery of whole shares.

Banks, brokers, trustees and other nominee holders of rights will be required to certify to the subscription agent, before any over-subscription right may be exercised with respect to any particular beneficial owner, as to the aggregate number of rights exercised pursuant to the subscription right and the number of shares subscribed for pursuant to the over-subscription right by such beneficial owner.

We will not offer or sell in connection with this offering any shares of common stock that are not subscribed for pursuant to the subscription right or the over-subscription right. Sun Cardinal and SCSF Cardinal, however, have agreed to backstop this offering pursuant to the Backstop Commitment. See "The Investment Agreement—The Backstop Commitment."

Expiration of this Offer

This offering will expire at 5:00 p.m., New York City time, on August 30, 2017, unless extended by us, and rights may not be exercised thereafter.

Subject to the terms of the Investment Agreement, our Audit Committee may determine to extend the subscription period, and thereby postpone the expiration date, to the extent our Audit Committee determines that doing so is in the best interest of our stockholders.

Any extension of this offering will be followed as promptly as practicable by announcement thereof, and in no event later than 9:00 a.m., New York City time, on the next business day following the previously scheduled expiration date. Without limiting the manner in which we may choose to make such announcement, we will not, unless otherwise required by law, have any obligation to publish, advertise or otherwise communicate any such announcement other than by issuing a press release or such other means of announcement as we deem appropriate.

Determination of the Subscription Price

The $0.45 subscription price was set by our Audit Committee considering, among other things, input from its independent financial advisor. The Audit Committee of our board of directors consists entirely of independent directors who are not affiliated with Sun Capital Partners. In approving the subscription price, our Audit Committee considered, among other things, the following factors:

- the market price of our common stock immediately prior to our receipt of the Commitment Letter from Sun Capital V and prior to public announcement of the subscription price;
- the fact that the rights will be non-transferable;
- the fact that holders of rights will have an over-subscription right (See "Over-Subscription Right" above);
- the low level of execution risk of raising of capital in this offering with the Backstop Commitment;
- the terms and expenses of this offering relative to other alternatives for raising capital, including fees payable to Sun Cardinal, SCSF Cardinal and our advisors and our ability to access capital through such alternatives;
- comparable precedent transactions, including the range of discounts to market value represented by the subscription prices in other rights offerings;
- the size of this offering; and
- the general condition of the securities market.

Subscription and Information Agent

Broadridge will act as the subscription and information agent in connection with this offering. Broadridge will receive for its administrative, processing, invoicing and other services a fee estimated to be approximately $8,000, plus reimbursement for all out-of-pocket expenses related to this offering.

Completed subscription certificates must be sent together with full payment of the subscription price for all whole shares subscribed for through the exercise of the subscription right and the over-subscription right to the subscription agent by one of the methods described below. We will accept only properly completed and duly executed subscription certificates actually received at any of the addresses listed below, at or prior to 5:00 p.m., New York City time, on the expiration date of this offering or by the close of business on the second business day after the expiration date of this offering following timely receipt of a notice of guaranteed delivery. See "Payment for Shares" below. In this prospectus, close of business means 5:00 p.m., New York City time, on the relevant date.

Subscription Certificate Delivery Method	Address/Number
By Notice of Guaranteed Delivery:	Contact an Eligible Guarantor Institution, which may include a commercial bank or trust company, a member firm of a domestic stock exchange or a savings bank or credit union, to notify us of your intent to exercise the rights.
By Hand or Overnight Courier:	Broadridge Corporate Issuer Solutions, Inc. Attn: BCIS IWS 51 Mercedes Way Edgewood, NY 11717
By Regular Mail:	Broadridge Corporate Issuer Solutions, Inc. Attn: BCIS Re-Organization Dept. P.O. Box 1317 Brentwood, NY 11717-0693

Delivery to an address other than one of the addresses listed above may not constitute valid delivery and, accordingly, may be rejected by us.

Any questions or requests for assistance concerning the method of subscribing for shares or for additional copies of this prospectus or subscription certificates or notices of guaranteed delivery may be directed to the subscription agent at its telephone number and address listed below:

Broadridge Corporate Issuer Solutions, Inc.
Toll-free: +1 (855) 793-5068
Email: Shareholder@Broadridge.com

Stockholders may also contact their broker-dealers or nominees for information with respect to this offering.

Methods for Exercising Rights

Exercise of the Subscription Right

Rights are evidenced by subscription certificates that, except as described below under "Foreign Stockholders," will be mailed to record date stockholders or, if a record date stockholder's shares are held by a depository or nominee on his, her or its behalf, to such depository or nominee. Rights may be exercised by completing and signing the subscription certificate that accompanies this prospectus and mailing it in the envelope provided, or otherwise delivering the completed and duly executed subscription certificate to the subscription agent, together with payment in full for the shares at the estimated subscription price by the expiration date of this offering. Rights may also be exercised by contacting your broker, trustee or other nominee, who can arrange, on your behalf, to guarantee delivery of payment and delivery of a properly completed and duly executed subscription certificate pursuant to a notice of guaranteed delivery by the close of business on the second business day after the expiration date. A fee may be charged by your broker, trustee or other nominee for this service. Completed subscription certificates and related payments must be received by the subscription agent prior to 5:00 p.m., New York City time, on or before the expiration date (unless payment is effected by means of a notice of guaranteed delivery as described below under "Payment for Shares") at the offices of the subscription agent at the address set forth above.

Exercise of the Over-Subscription Right

Rights holders who fully exercise all rights issued to them may participate in the over-subscription right by indicating on their subscription certificate the number of shares of our common stock they are willing to acquire. If sufficient remaining shares of our common stock are available after the primary subscription, we will seek to honor over-subscriptions requests in full, otherwise remaining shares of our common stock will be allocated on a pro rata basis as described under "—Over-Subscription Right" above.

Record Date Stockholders Whose Shares are Held by a Nominee

Record date stockholders whose shares are held by a nominee, such as a bank, broker-dealer or trustee, must contact that nominee to exercise their rights. In that case, the nominee will complete the subscription certificate on behalf of the record date stockholder and arrange for proper payment by one of the methods set forth under "Payment for Shares" below.

Nominees

Nominees, such as brokers, trustees or depositories for securities, who hold shares for the account of others, should notify the respective beneficial owners of the shares as soon as possible to ascertain the beneficial owners' intentions and to obtain instructions with respect to the rights. If the beneficial owner so instructs, the nominee should complete the subscription certificate and submit it to the subscription agent with the proper payment as described under "Payment for Shares" below.

General

All questions as to the validity, form, eligibility (including times of receipt and matters pertaining to beneficial ownership) and the acceptance of subscription forms and the subscription price will be determined by us, which determinations will be final and binding. No alternative, conditional or contingent subscriptions will be accepted. We reserve the right to reject any or all subscriptions not properly submitted or the acceptance of which would, in the opinion of our counsel, be unlawful.

We reserve the right to reject any exercise of subscription rights if such exercise is not in accordance with the terms of this offering or not in proper form or if the acceptance thereof or the issuance of shares of our common stock thereto could be deemed unlawful. We reserve the right to waive any deficiency or irregularity with respect to any subscription certificate. Subscriptions will not be deemed to have been received or accepted until all irregularities have been waived or cured within such time as we determine in our sole discretion. We will not be under any duty to give notification of any defect or irregularity in connection with the submission of subscription certificates or incur any liability for failure to give such notification.

Revocation, Withdrawal or Cancellation of Subscription Rights

You may revoke, withdraw or otherwise cancel your previously exercised subscription rights at any time prior to 5:00 p.m., New York City time, on the scheduled expiration date. In order to exercise your withdrawal right, the subscription agent must receive written notice by the deadline stated in the prior sentence stating:

- the name of the holder (which must match the name on the previously submitted rights certificate);
- the number of previously exercised subscription rights being withdrawn; and
- a statement that the holder is withdrawing its election to exercise subscription rights.

If you do not indicate the number of subscription rights being withdrawn then you will be deemed to have withdrawn all of your subscription rights previously exercised. Beneficial holders wishing to withdraw their

exercise of subscription rights should contact their broker, dealer, custodian bank or other nominee by 5:00 p.m., New York City time, on the scheduled expiration date. Your broker, dealer, custodian bank or other nominee may establish an earlier deadline for you to provide them notice of your intent to withdraw. The nominee holder will then contact the Depository Trust Company to withdraw your exercise of subscription rights. Your broker, dealer, custodian bank or other nominee must notify the Depository Trust Company of your election to withdraw your exercise of Rights by 5:00 p.m., New York City time, on the scheduled expiration date. All subscription payments will be returned as promptly as practicable without interest or penalty.

The Rights are Not Transferable

The rights are non-transferable and we do not intend to list the rights on any securities exchange or include them in any automated quotation system. Therefore, there will be no market for the rights.

Foreign Stockholders

Subscription certificates will not be mailed to foreign stockholders. Foreign stockholders will receive written notice of this offering. The subscription agent will hold the rights to which those subscription certificates relate for these stockholders' accounts until instructions are received to exercise the rights, subject to applicable law.

Payment for Shares

Participating rights holders may choose between the following methods of payment:

(1) A participating rights holder may send the subscription certificate together with payment for the shares acquired in the subscription right and any additional shares subscribed for pursuant to the over-subscription right to the subscription agent based on the subscription price of executed subscription certificate, must be received by the subscription agent at one of the subscription agent's offices set forth above (see "—Subscription and Information Agent"), at or prior to 5:00 p.m., New York City time, on the expiration date.

(2) A participating rights holder may request an Eligible Guarantor Institution as that term is defined in Rule 17Ad-15 under the Exchange Act to send a notice of guaranteed delivery or otherwise guaranteeing delivery of (i) payment of the full subscription price for the whole shares subscribed for in the subscription right and any additional shares subscribed for pursuant to the over-subscription right and (ii) a properly completed and duly executed subscription certificate. The subscription agent will not honor a notice of guaranteed delivery unless a properly completed and duly executed subscription certificate and full payment for the shares is received by the subscription agent at or prior to 5:00 p.m., New York City time, on September 1, 2017, unless this offering is extended by us.

All payments by a participating rights holder must be in U.S. dollars by money order or check or bank draft drawn on a bank or branch located in the United States and payable to Broadridge Corporate Issuer Solutions, Inc. Payment also may be made by wire transfer to U.S. Bank National Association, ABA #123000848, Account #153911230073, Broadridge FBO Vince Holding Corp., with reference to the rights holder's name. The subscription agent will deposit all funds received by it prior to the final payment date into a segregated account pending pro-ration and distribution of the shares.

The method of delivery of subscription certificates and payment of the subscription price to us will be at the election and risk of the participating rights holders, but if sent by mail it is recommended that such certificates and payments be sent by registered mail, properly insured, with return receipt requested, and that a sufficient number of days be allowed to ensure delivery to the subscription agent and clearance of payment prior to 5:00 p.m., New York City time, on the expiration date or the date guaranteed payments

are due under a notice of guaranteed delivery (as applicable). Because uncertified personal checks may take at least five business days to clear, you are strongly urged to pay, or arrange for payment, by means of certified or cashier's check or money order.

Whichever of the two methods described above is used, issuance of the shares purchased is subject to collection of checks and actual payment. If a participating rights holder who subscribes for shares as part of the subscription right or over-subscription right does not make payment of any amounts due by the expiration date, the date guaranteed payments are due under a notice of guaranteed delivery or within ten business days of the confirmation date, as applicable, the subscription agent reserves the right to take any or all of the following actions: (i) reallocate the shares to other participating rights holders in accordance with the over-subscription right; (ii) apply any payment actually received by it from the participating rights holder toward the purchase of the greatest whole number of shares which could be acquired by such participating rights holder upon exercise of the primary subscription and/or the over-subscription right; and/or (iii) exercise any and all other rights or remedies to which it may be entitled, including the right to set off against payments actually received by it with respect to such subscribed for shares.

All questions concerning the timeliness, validity, form and eligibility of any exercise of rights will be determined by us, whose determinations will be final and binding. We may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such time as we may determine, or reject the purported exercise of any right. Subscriptions will not be deemed to have been received or accepted until all irregularities have been waived or cured within such time as we determine. The subscription agent will not be under any duty to give notification of any defect or irregularity in connection with the submission of subscription certificates or incur any liability for failure to give such notification.

Delivery of Shares

Stockholders whose shares are held of record by Cede or by any other depository or nominee on their behalf or their broker-dealers' behalf will have any shares that they acquire credited to the account of Cede or the other depository or nominee. With respect to all other stockholders, stock certificates for all shares acquired will be mailed after payment for all the shares subscribed for has cleared, which may take up to 15 business days from the expiration date.

Termination

Unless approved by our entire board of directors (and not a committee thereof), this offering may only be terminated with the consent of Sun Cardinal and SCSF Cardinal or after the termination of the Investment Agreement in accordance with its terms. The Investment Agreement may be terminated by us if we have entered into a definitive agreement to effect a Superior Transaction and we will not be required to pay any termination fee. See "The Investment Agreement—Termination." If this offering is terminated, all rights will expire without value and we will promptly arrange for the refund, without interest or penalty, of all funds received from rights holders. All monies received by the subscription agent in connection with this offering will be held by the subscription agent, on our behalf, in a segregated interest-bearing account at a negotiated rate. All such interest shall be payable to us even if we determine to terminate this offering and return your subscription payment.

Ownership Restrictions

We will require each rights holder exercising its rights to represent to us in the subscription certificate that, together with any of its affiliates or associates, it will not beneficially own more than 14.99% of our outstanding shares of common stock (calculated immediately upon closing of this offering after giving effect to the Backstop Commitment) as a result of the exercise of rights. With respect to any rights holder who already beneficially owns in excess of 14.99% of our outstanding shares of common stock (other than Sun Cardinal, SCSF Cardinal and their affiliates), we will require such holders to represent to us in the subscription certificate that they will not, via the exercise of their rights, increase their proportionate interest in our common stock.

Any rights holder found to be in violation of either such representation will have granted to us in the subscription certificate, with respect to any such excess shares, (1) an irrevocable proxy and (2) a right for a limited period of time to repurchase such excess shares at the lesser of the subscription price and market price, each as set forth in more detail in the subscription certificate.

No Recommendation to Stockholders

Neither our board of directors nor our Audit Committee has made, nor will they make, any recommendation to stockholders regarding the exercise of rights under this offering. We cannot predict the price at which our shares of common stock will trade after this offering. You should consult with your legal, tax and financial advisors prior to making your independent investment decision about whether or not to exercise your rights.

As of the record date, Sun Capital Partners and its affiliates beneficially owned approximately 58% of our common stock, and four of our eight directors are affiliated with Sun Capital Partners, Sun Cardinal and SCSF Cardinal. You should not view the intentions of Sun Cardinal or SCSF Cardinal as a recommendation or other indication, by them, Sun Capital Partners or any member of our board of directors, regarding whether the exercise of the subscription rights is or is not in your best interests.

Stockholders who exercise rights risk investment loss on new money invested. We cannot assure you that the market price for our common stock will remain above the subscription price or that anyone purchasing shares at the subscription price will be able to sell those shares in the future at the same price or a higher price. If you do not exercise your rights, you will lose any value represented by your rights, and if you do not exercise your rights in full, your percentage ownership interest in the Company will be diluted. For more information on the risks of participating in this offering, see the section of this prospectus entitled “Risk Factors.”

Effect of This Offering on Existing Stockholders; Interests of Certain Stockholders, Directors and Officers

After giving effect to this offering, assuming that it is fully subscribed, we would have approximately 116,147,872 shares of common stock outstanding, representing an increase of approximately 135% in our outstanding shares as of the record date. If you fully exercise the rights that we distribute to you, your proportional interest in us will remain the same. If you do not exercise any rights, or you exercise less than all of your rights, your interest in us will be diluted, as you will own a smaller proportional interest in us compared to your interest prior to this offering.

As of the record date, Sun Capital Partners and its affiliates beneficially owned approximately 58% of our common stock. Sun Capital Partners and its affiliates will have the right to subscribe for and purchase shares of our common stock under the subscription right and the over-subscription right, but they have no obligation to do so.

If all of our stockholders, including Sun Capital Partners and its affiliates, exercise the subscription rights issued to them and this offering is therefore fully subscribed, the beneficial ownership percentages of Sun Capital Partners and its affiliates will not change. Assuming that no holders, including Sun Capital Partners and its affiliates, exercise their rights in this offering, Sun Cardinal and SCSF Cardinal will acquire 66,670,610 shares of our common stock at the subscription price pursuant to the Backstop Commitment, following which (1) Sun Capital Partners and its affiliates would beneficially own approximately 82% of our outstanding common stock and (2) all other holders would beneficially own approximately 18% of our outstanding common stock. All ownership percentages described in this paragraph are based upon out outstanding common stock and the beneficial ownership of Sun Capital Partners and its affiliates as of the record date. Except as a result of any increase in its ownership of our common stock and related rights, Sun Capital Partners and its affiliates will not obtain any additional governance or control rights as a result of this offering.

The number of shares of our common stock outstanding listed in each case above assumes that (1) all of the other shares of our common stock issued and outstanding on the record date will remain issued and outstanding

and owned by the same persons as of the closing of this offering and (2) we will not issue any shares of common stock in the period between the record date and the closing of this offering.

Further, by virtue of Sun Capital Partners' and its affiliates' ownership, they are able to control or otherwise exert substantial influence over us, including our business strategy and policies, mergers or other business combinations, acquisition or disposition of assets, future issuances of our common stock, debt or other securities, the incurrence of debt or obtaining other sources of financing, and other matters relating to our business and operations. So long as Sun Capital Partners and its affiliates continue to control a majority of the Company's outstanding capital stock, they will continue to exert substantial influence over us and will have the ability to determine the outcome of any matters submitted to a vote of our stockholders.

Sun Capital Partners' interests may not always be consistent with our interests or with the interests of our other stockholders. To the extent that conflicts of interest may arise between us and Sun Capital Partners and its affiliates, those conflicts may be resolved in a manner adverse to us or our other stockholders.

In addition, Sun Cardinal and SCSF Cardinal will be entitled to certain registration rights with respect to any shares of our common stock they acquire under the Backstop Commitment, pursuant to the Registration Agreement, dated as of February 20, 2008, between us, Sun Cardinal, SCSF Cardinal and the other investors party thereto. See "The Investment Agreement—Registration Rights" for more information.

Material U.S. Federal Income Tax Treatment of Rights Distribution

The receipt and exercise of subscription rights by stockholders should generally not be taxable for U.S. federal income tax purposes. You should seek specific tax advice from your tax advisor in light of your particular circumstances and as to the applicability and effect of any other tax laws. See "Material U.S. Federal Income Tax Consequences."

Shares of Our Common Stock Outstanding After this Offering

As of the record date, 49,477,262 shares of our common stock were issued and outstanding. Assuming no additional shares of common stock have been or will be issued by the Company after the record date and prior to consummation of this offering and assuming it is fully subscribed, we expect approximately 116,147,872 shares of our common stock will be outstanding immediately after completion of this offering.

Other Matters

We are not making this offering in any state or other jurisdiction in which it is unlawful to do so, nor are we distributing or accepting any offers to purchase any shares of our common stock from subscription rights holders who are residents of those states or other jurisdictions or who are otherwise prohibited by federal or state laws or regulations to accept or exercise the subscription rights. We may delay the commencement of this offering in those states or other jurisdictions, or change the terms of this offering, in whole or in part, in order to comply with the securities laws or other legal requirements of those states or other jurisdictions. Subject to state securities laws and regulations, we also have the discretion to delay allocation and distribution of any shares you may elect to purchase by exercise of your subscription rights in order to comply with state securities laws. We may decline to make modifications to the terms of this offering requested by those states or other jurisdictions, in which case, if you are a resident in those states or jurisdictions or if you are otherwise prohibited by federal or state laws or regulations from accepting or exercising the subscription rights, you will not be eligible to participate in this offering. However, we are not currently aware of any states or jurisdictions that would preclude participation in this offering.

THE INVESTMENT AGREEMENT

The Backstop Commitment

On May 18, 2017, we entered into the Commitment Letter with Sun Capital V that provided us with an amount equal to $30.0 million of cash proceeds, or the Contribution Obligation, in the event that we consummated the rights offering. Such Contribution Obligation would be reduced by the aggregate proceeds received from the completed rights offering but is not contingent on any minimum or other amount of proceeds being raised in such rights offering. Pursuant to the Commitment Letter, we were required, simultaneously with the funding of the Contribution Obligation by Sun Capital V, or one or more of its affiliates, to issue to Sun Capital V or one or more of its affiliates the applicable number of shares of our common stock at a price calculated in accordance with the terms of the Commitment Letter.

On August 10, 2017, we entered into the Investment Agreement with Sun Cardinal and SCSF Cardinal, which are affiliates of Sun Capital Partners, pursuant to which we have agreed to issue and sell to Sun Cardinal and SCSF Cardinal, and Sun Cardinal and SCSF Cardinal have agreed to purchase from us, an aggregate number of shares of our common stock equal to (x) $30.0 million, minus (y) the aggregate proceeds of this offering, at a price per share equal to the subscription price, subject to the terms and conditions of the Investment Agreement. The Investment Agreement supersedes the Commitment Letter.

As of the record date, Sun Capital Partners and its affiliates, including Sun Cardinal and SCSF Cardinal, beneficially owned approximately 58% of our common stock, and four of our eight directors are affiliated Sun Capital Partners, Sun Cardinal and SCSF Cardinal. As holders of our common stock on the record date, Sun Cardinal, SCSF Cardinal and their affiliates will have the right to exercise their subscription rights and their over-subscription rights in this offering, although they are not required to do so. See “The Rights Offering—Effect of Rights Offering on Existing Stockholders; Interests of Certain Stockholders, Directors and Officers.”

No Commitment Fee; Expense Reimbursement

There are no commitment fees payable to Sun Cardinal and SCSF Cardinal by us in connection with this offering or the Backstop Commitment. Under the Investment Agreement, regardless of whether the transactions contemplated by the Investment Agreement are consummated, we have agreed to reimburse Sun Cardinal and SCSF Cardinal for all reasonable out-of-pocket fees and expenses (including attorneys’ fees and expenses) incurred by them in connection with the Investment Agreement and the transactions contemplated thereby, other than in the event the Investment Agreement is terminated due to a breach by Sun Cardinal and SCSF Cardinal.

Closing Conditions

The closing of the transactions contemplated by the Investment Agreement is subject to the satisfaction or waiver of customary conditions, including (i) receipt of all applicable regulatory approvals, (ii) compliance with covenants, (iii) the accuracy of representations and warranties set forth in the Investment Agreement, (iv) the absence of a material adverse effect on the Company or on the ability of Sun Cardinal and SCSF Cardinal to perform their obligations under the Investment Agreement, (vi) the effectiveness of the registration statement related to this offering, (vii) consummation of this offering and (v) approval for listing on the NYSE of shares of our common stock to be issued in this offering. The closing of the transactions contemplated by the Investment Agreement is not contingent on any minimum or other amount of proceeds being raised in this offering.

Termination

The Investment Agreement may be terminated at any time prior to the closing of the transactions contemplated by the Investment Agreement as follows:

- by mutual written agreement of Sun Cardinal, SCSF Cardinal and us;
- by any party, in the event the closing of the transactions contemplated by the Investment Agreement does not occur by September 30, 2017

- by any party, if any governmental entity shall have taken action prohibiting any of the contemplated transactions; and
- by Sun Cardinal and SCSF Cardinal, if we breach any of our representations, warranties, covenants or agreements set forth in the Investment Agreement that would result in the applicable condition to closing not being satisfied, and such breach is not cured within 10 days of receipt of written notice by Sun Cardinal and SCSF Cardinal;
- by us, if Sun Cardinal and SCSF Cardinal breach any of their representations, warranties, covenants or agreements set forth in the Investment Agreement that would result in the applicable condition to closing not being satisfied, and such breach is not cured within 10 days of receipt of written notice by us; or
- by either party if we enter into a definitive agreement with respect to a Superior Transaction.

In general, a Superior Transaction is defined in the Investment Agreement as (1) a debt or equity financing transaction (other than this offering and the Backstop Commitment) or (2) a transaction involving the sale of 50% or more of our total voting power or of all or substantially all of our consolidated assets, that, in either case, our board of directors (or a committee thereof consisting only of disinterested directors) determines in good faith is in the best interests of our stockholders, including, in the case of a debt or equity financing transaction, a determination that such transaction would provide us with liquidity in an amount in excess of that expected to result from this offering and the Backstop Commitment or result in more favorable economic terms for us than this offering and the Backstop Commitment. In the event we terminate the Investment Agreement upon entry into a Superior Transaction, we will not be required to pay any termination fee.

Indemnification

We have agreed to indemnify Sun Cardinal, SCSF Cardinal and their affiliates and each of their respective officers, directors, partners, employees, agents and representatives for losses arising out of this offering and the related registration statement and prospectus (other than with respect to statements made in reliance on information provided to us in writing by Sun Cardinal and SCSF Cardinal for use herein) and claims, suits or proceedings challenging the authorization, execution, delivery, performance or termination of the rights offering, the Investment Agreement and certain ancillary agreements and/or any of the transactions contemplated thereby, other than losses arising out of or related to any breach by Sun Cardinal and SCSF Cardinal of the Investment Agreement.

Sun Cardinal and SCSF Cardinal have agreed to indemnify the Company and its affiliates and each of their respective officers, directors, partners, employees, agents and representatives for losses arising out of or relating to statements or omissions in the registration statement or prospectus for this offering (or any amendment or supplement thereto) made in reliance on or in conformity with written information relating to Sun Cardinal or SCSF Cardinal furnished to us by or on behalf of Sun Cardinal or SCSF Cardinal expressly for use therein.

Registration Rights

The purchase of shares of our common stock by Sun Cardinal and SCSF Cardinal pursuant to the Backstop Commitment would be effected in a transaction exempt from the registration requirements of the Securities Act and would not be registered pursuant to the registration statement of which this prospectus forms a part. Sun Cardinal and SCSF Cardinal will be entitled to certain registration rights with respect to any shares of our common stock they acquire in this offering or pursuant to the Backstop Commitment, pursuant to the Registration Agreement. Pursuant to the terms of that agreement, holders of at least a majority of "Sun Registrable Securities" which include (i) shares of our common stock originally issued to Sun Capital Partners and its affiliates, including Sun Cardinal and SCSF Cardinal; (ii) all shares of our common stock or our other securities issuable upon the conversion, exercise or exchange of our common stock in connection with certain reorganization transactions; and (iii) any other shares of our common stock or our other securities held by

persons holding the securities described in clauses (i) and (ii)) are entitled to request that we register its shares on a registration statement on one or more occasions in the future. Sun Capital Partners and its affiliates, including Sun Cardinal and SCSF Cardinal, and the other investors party to the Registration Agreement are also eligible to participate in certain registered offerings by us, subject to the restrictions in the Registration Agreement. We are obligated, within 30 days of receiving a request for registration, to file with the SEC a registration statement with respect to such registrable securities. In addition, we are obligated to use our best efforts to make short-form registrations on Form S-3 available for the sale of registrable securities. We will pay the expenses of the investors party to the registration agreement in connection with their exercise of the rights described in this paragraph, other than underwriting commissions or selling commissions attributable to the registrable securities sold by the holders thereof, as well reimburse the holders of registrable securities included in any registration for the reasonable fees and disbursements of one counsel chosen by the holders of a majority of the registrable securities included in such registration. Our obligation to bear all registration expenses is absolute and does not depend on whether any contemplated offering is completed or whether any registration statement is declared effective.

DESCRIPTION OF CAPITAL STOCK

The following is a description of the material terms of our amended and restated certificate of incorporation and amended and restated bylaws. The following description may not contain all of the information that is important to you. To understand them fully, you should read our amended and restated certificate of incorporation and amended and restated bylaws, copies of which are incorporated by reference into this registration statement.

We are currently authorized to issue 100,000,000 shares of common stock, par value $0.01 per share and 10,000,000 shares of preferred stock, par value 0.01 per share. We expect to amend our amended and restated certificate of incorporation prior to the completion of this offering to increase the number of authorized shares of common stock to 250,000,000.

Common Stock

Voting Rights

Each share of common stock entitles the holder to one vote with respect to each matter presented to our stockholders on which the holders of common stock are entitled to vote. Our common stock votes as a single class on all matters relating to the election and removal of directors on our board of directors and as provided by law. Holders of our common stock do not have cumulative voting rights. Except in respect of matters relating to the election of directors, or as otherwise provided in our amended and restated certificate of incorporation or required by law, all matters to be voted on by our stockholders must be approved by a majority of the shares present in person or by proxy at the meeting and entitled to vote on the subject matter. In the case of the election of directors, all matters to be voted on by our stockholders must be approved by a plurality of the shares present in person or by proxy at the meeting and entitled to vote on the election of directors.

Dividend Rights

The holders of our outstanding shares of common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds. Because we are a holding company, our ability to pay dividends on our common stock is limited by restrictions on the ability of our subsidiaries to pay dividends or make distributions to us, including restrictions under the terms of the agreements governing our indebtedness.

Liquidation Rights

In the event of any voluntary or involuntary liquidation, dissolution or winding up of our affairs, holders of our common stock would be entitled to share ratably in our assets that are legally available for distribution to stockholders after payment of our debts and other liabilities.

Other Rights

Our stockholders have no preemptive, conversion or other rights to subscribe for additional shares. All outstanding shares are, and all shares offered by this prospectus will be, when sold, validly issued, fully paid and nonassessable.

Choice of Forum

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware will be, to the fullest extent permitted by applicable law, the sole exclusive forum for any derivative action or proceeding brought on our behalf; any action asserting a breach of fiduciary duty; any action asserting a

claim against us arising under the Delaware General Corporation Law, our amended and restated certificate of incorporation or our bylaws; or any action asserting a claim against us that is governed by the internal affairs doctrine.

Preferred Stock

Our amended and restated certificate of incorporation authorizes our board of directors to provide for the issuance of shares of preferred stock in one or more series and to fix the preferences, powers and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including the dividend rate, conversion rights, voting rights, redemption rights and liquidation preference and to fix the number of shares to be included in any such series without any further vote or action by our stockholders. Any preferred stock so issued may rank senior to our common stock with respect to the payment of dividends or amounts upon liquidation, dissolution or winding up, or both. The issuance of preferred stock may have the effect of delaying, deferring or preventing a change in control of our company without further action by the stockholders and may adversely affect the voting and other rights of the holders of common stock. The issuance of preferred stock with voting and conversion rights may adversely affect the voting power of the holders of common stock, including the loss of voting control to others. At present, we have no plans to issue any preferred stock.

Board Composition

We are deemed to be a "controlled company" under the rules of the NYSE because more than 50% of our outstanding voting power is held by affiliates of Sun Capital Partners. Affiliates of Sun Capital Partners will continue to hold more than 50% of our outstanding voting power after the consummation of this offering. We rely upon the "controlled company" exception to the NYSE board of directors and committee independence requirements. Pursuant to this exception, we are exempt from the rules that would otherwise require that our board of directors consist of a majority of independent directors and that our Compensation Committee and Nominating and Corporate Governance Committee be composed entirely of independent directors. The "controlled company" exception does not modify the heightened independence requirements for the Audit Committee, and we are in compliance with the requirements of the Sarbanes-Oxley Act and the NYSE listing rules, which require that our Audit Committee consist exclusively of independent directors.

Our amended and restated certificate of incorporation provides that for so long as affiliates of Sun Capital Partners own 30% or more of our outstanding shares of common stock, Sun Cardinal has the right to designate a majority of our board of directors. For so long as Sun Cardinal has the right to designate a majority of our board of directors, the directors designated by affiliates of Sun Cardinal are expected to constitute a majority of each committee of our board of directors (other than the Audit Committee) and the chairman of each of the committees (other than the Audit Committee) is expected to be a director serving on such committee who is selected by Sun Cardinal. At such time as we are not a "controlled company" under the NYSE corporate governance standards, our committee membership will comply with all applicable requirements of those standards and a majority of our board of directors will be "independent directors," as defined under the rules of NYSE.

Corporate Opportunity

Messrs. Jonathan H. Borell, Marc J. Leder and Donald V. Roach who are officers or employees of Sun Capital Partners, currently serve on our board of directors and will continue to serve as directors following consummation of this offering. Affiliates of Sun Capital Partners are our majority stockholders. Sun Capital Partners and affiliates controlled by them may hold equity interests in entities that directly or indirectly compete with us, and companies in which they currently invest may begin competing with us. As a result of these relationships, when conflicts between the interests of Sun Capital Partners and its affiliates, on the one hand, and of other stockholders, on the other hand, arise, these directors may not be disinterested. Although our directors and officers have a duty of loyalty to us under Delaware law and our amended and restated certificate of

incorporation, transactions that we enter into in which a director or officer has a conflict of interest are generally permissible so long as (1) the material facts relating to the director's or officer's relationship or interest as to the transaction are disclosed to our board of directors and a majority of our disinterested directors approved the transactions, (2) the material facts relating to the director's or officer's relationship or interest are disclosed to our stockholders and a majority of our disinterested stockholders approve the transaction or (3) the transaction is otherwise fair to us.

Our amended and restated certificate of incorporation provides that the doctrine of "corporate opportunity" does not apply against Sun Capital Partners and its affiliates, or any of our directors who are associates of, or affiliated with, Sun Capital Partners, in a manner that would prohibit them from investing in competing businesses or doing business with our clients or guests. Our amended and restated certificate of incorporation also provides that any principal, officer, member, manager and/or employee of Sun Capital Partners and its affiliates or any entity that controls, is controlled by or under common control with Sun Capital Partners or any investment funds advised by Sun Capital Partners is not required to offer any transaction opportunity of which they become aware to us and could take any such opportunity for themselves or offer it to other companies in which they have an investment.

Antitakeover Effects of Delaware Law and Our Amended and Restated Certificate of Incorporation and Our Amended and Restated Bylaws

Our amended and restated certificate of incorporation and our amended and restated bylaws also contain provisions that may delay, defer or discourage another party from acquiring control of us. We expect that these provisions, which are summarized below, will discourage coercive takeover practices or inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors, which we believe may result in an improvement of the terms of any such acquisition in favor of our stockholders. However, they also give our board of directors the power to discourage acquisitions that some stockholders may favor.

Undesignated Preferred Stock

The ability to authorize undesignated preferred stock makes it possible for our board of directors to issue preferred stock with super voting, special approval, dividend or other rights or preferences on a discriminatory basis that could impede the success of any attempt to acquire us. These and other provisions may have the effect of deferring, delaying or discouraging hostile takeovers, or changes in control or management of our company.

Classified Board of Directors

Our amended and restated certificate of incorporation divides our board of directors into three classes, with each class serving three-year staggered terms. In addition, (i) prior to the first date on which Sun Capital Partners and its affiliates cease to beneficially own at least 30% of the voting power of our then outstanding capital stock entitled to vote generally in the election of directors, our directors may be removed with or without cause upon the affirmative vote of Sun Capital Partners and its affiliates which beneficially own our outstanding voting stock and (ii) on and after such date, directors may only be removed for cause and only upon the affirmative vote of the majority of our outstanding voting stock, at a meeting of our stockholders called for that purpose. In the event Sun Capital Partners and its affiliates cease to beneficially own at least 30% of the voting power of the voting stock then outstanding, directors previously designated by affiliates of Sun Cardinal Partners would be entitled to serve the remainder of their respective terms, unless they are otherwise removed for cause in accordance with the terms of our amended and restated certificate of incorporation. These provisions may have the effect of deferring, delaying or discouraging hostile takeovers, or changes in control or management of our company.

Requirements for Advance Notification of Stockholder Meetings

Our amended and restated certificate of incorporation provides that special meetings of the stockholders may be called only upon a resolution approved by a majority of the total number of directors that we would have

if there were no vacancies or, prior to the date that Sun Capital Partners and its affiliates cease to beneficially own a majority of the voting power of our then outstanding capital stock entitled to vote generally in the election of directors, or the Trigger Date, at the request of the holders of a majority of the voting power of our then outstanding shares of voting capital stock.

Requirements for Nominations and Proposals at Stockholder Meetings

Our amended and restated bylaws prohibits the conduct of any business at a special meeting other than as specified in the notice for such meeting. Our amended and restated bylaws also provide that nominations of persons for election to our board of directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the notice of meeting (1) by or at the direction of our board of directors or (2) provided that our board of directors has determined that directors shall be elected at such meeting, by any stockholder who (i) is a stockholder of record both at the time the notice is delivered and on the record date for the determination of stockholders entitled to vote at the special meeting, (ii) is entitled to vote at the meeting and upon such election and (iii) complies with the notice procedures set forth in our amended and restated bylaws. These provisions may have the effect of deferring, delaying or discouraging hostile takeovers, or changes in control or management, of our company. These provisions will not apply to nominations by Sun Capital Partners and its affiliates.

Stockholder Action by Written Consent

Pursuant to Section 228 of the DGCL, any action required to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of our stock entitled to vote thereon were present and voted, unless our certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation provides that, prior to the Trigger Date, any action required or permitted to be taken by our stockholders may be effected by written consent. From and after the Trigger Date, any action required or permitted to be taken by our stockholders may be effected only at a duly called annual or special meeting of our stockholders.

Business Combinations with Interested Stockholders

We have elected in our amended and restated certificate of incorporation not to be subject to Section 203 of the DGCL, an anti-takeover law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a business combination, such as a merger, with a person or group owning 15% or more of the corporation's voting stock for a period of three years following the date the person became an interested stockholder, unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. Accordingly, we are not be subject to any anti-takeover effects of Section 203. However, our amended and restated certificate of incorporation contains provisions that have the same effect as Section 203, except that they provide that both Sun Capital Partners and its affiliates and any persons to whom such persons sell their common stock will be deemed to have been approved by our board of directors, and thereby not subject to the restrictions set forth in our amended and restated certificate of incorporation that have the same effect as Section 203.

Requirements for Amendments to our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

Prior to the Trigger Date, our amended and restated certificate of incorporation provides that our bylaws may be adopted, amended, altered or repealed by the vote of a majority of the voting power of our then outstanding voting stock, voting together as a single class. After the Trigger Date, our bylaws may be adopted, amended, altered or repealed by either (i) a vote of a majority of the total number of directors that the company

would have if there were no vacancies or (ii) in addition to any other vote otherwise required by law, the affirmative vote of the holders of at least 66 2/3% of the voting power of our then outstanding capital stock entitled to vote generally in the election of directors, voting together as a single class.

Following the Trigger Date, our amended and restated certificate of incorporation provides that the provisions of our amended and restated certificate of incorporation relating to the size and composition of our board of directors, limitation on liabilities of directors, stockholder action by written consent, the ability of stockholders to call special meetings, business combinations with interested persons, amendment of our bylaws or certificate of incorporation and the Court of Chancery as the exclusive forum for certain disputes, may only be amended, altered, changed or repealed by the affirmative vote of the holders of at least 66 2/3% of the voting power of all of our outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class. Prior to the Trigger Date, our amended and restated certificate of incorporation provides that such provisions may be amended, altered, changed or repealed by the affirmative vote of the holders of a majority of the voting power of our then outstanding capital stock entitled to vote generally in the election of directors, voting together as a single class. Our amended and restated certificate of incorporation also provides that the provision of our certificate of incorporation that deals with corporate opportunity may only be amended, altered or repealed by a vote of 80% of the voting power of our then outstanding capital stock entitled to vote generally in the election of directors, voting together as a single class.

Listing

Our common stock is listed on the NYSE under the symbol “VNCE”, however, we do not presently satisfy certain of NYSE’s continued listing standards. See “Prospectus Summary—Recent Developments—NYSE Listing Deficiencies” for additional information.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Broadridge Corporate Issuer Solutions, Inc.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain material United States Federal income tax consequences of the receipt of rights in this offering and of the exercise, sale or other disposition and expiration of those rights to U.S. holders (as defined below) of our common stock that hold such stock as a capital asset for Federal income tax purposes. This discussion is based upon existing United States Federal income tax law, which is subject to differing interpretations or change (possibly with retroactive effect). This discussion applies only to U.S. holders and does not address all aspects of Federal income taxation that may be important to particular holders in light of their individual investment circumstances or to holders who may be subject to special tax rules, including, without limitation, holders of preferred stock, partnerships (including any entity or arrangement treated as a partnership for Federal income tax purposes), holders who are dealers in securities or foreign currency, foreign persons, insurance companies, tax-exempt organizations, non-U.S. holders, banks, financial institutions, broker-dealers, holders who hold common stock as part of a hedge, straddle, conversion, constructive sale or other integrated security transaction, or who acquired common stock pursuant to the exercise of compensatory stock options or otherwise as compensation, all of whom may be subject to tax rules that differ significantly from those summarized below.

We have not sought, and will not seek, a ruling from the IRS regarding the Federal income tax consequences of this offering or the related share issuance. The following discussion does not address the tax consequences of this offering or the related share issuance under foreign, state, or local tax laws. Accordingly, each holder of our common stock is urged to consult its tax advisor with respect to the particular tax consequences of this offering or the related share issuance to such holder.

For purposes of this description, a “U.S. holder” is a holder that is for U.S. federal income tax purposes:

- a citizen or resident of the U.S.;
- a corporation or other entity taxable as a corporation that is organized in or under the laws of the U.S. or any political subdivision thereof;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust (or the trust was in existence on August 20, 1996, and validly elected to continue to be treated as a U.S. trust).

The following discussion of certain material United States Federal income tax considerations of the receipt of rights in this offering and of the exercise, sale or other disposition and expiration of those rights is for general information only and is not tax advice. Accordingly, each investor should consult its own tax advisor as to particular tax consequences to it of the receipt of rights in this offering and of the exercise, sale or other disposition and expiration of those rights, including the applicability and effect of any state, local or foreign tax laws, and of any proposed changes in applicable laws.

Receipt of the Rights

The distribution of the rights should be a non-taxable stock dividend under Section 305(a) of the Code. This position is not binding on the IRS, or the courts, however. If this position is finally determined by the IRS or a court to be incorrect, the fair market value of the rights would be taxable to holders of our common stock as a dividend to the extent of our current and accumulated earnings and profits with any excess being treated as a return of basis to the extent thereof and then as capital gain.

The distribution of the rights would be taxable as described above under Section 305(b) of the Code if it were treated as a distribution or part of a series of distributions, including deemed distributions, that have the effect of the receipt of cash or other property by some of our stockholders and an increase in the proportionate

interest of other of our stockholders in our assets or earnings and profits. Distributions having this effect are referred to as disproportionate distributions. We will adjust the terms of our outstanding stock options to the extent necessary to prevent the distribution of the rights from being treated as part of a disproportionate distribution. In addition, the terms of our restricted stock plan provide for the crediting of shares of restricted stock held by certain of our employees against our withholding tax obligations when those shares vest, and the terms of our stock options provide for the crediting of shares underlying such options against our withholding tax obligations when those options are exercised. While the holders of our restricted stock and stock options could be treated as receiving cash with respect to such shares in these transactions, the transactions are unlikely to cause the distribution of the rights to be considered part of a disproportionate distribution because of their infrequency, their resemblance to redemptions for U.S. federal income tax purposes, and their relatively small size.

The remaining description assumes that holders of our common stock will not be subject to U.S. federal income tax on the receipt of a right.

Tax Basis and Holding Period of the Rights

If the aggregate fair market value of the rights at the time they are distributed is less than 15% of the aggregate fair market value of our common stock at such time, the basis of the rights issued to you should be zero unless you elect to allocate a portion of your basis of previously owned common stock to the rights issued to you in this offering. However, if the aggregate fair market value of the rights at the time they are distributed is 15% or more of the aggregate fair market value of our common stock at such time, or if you elect to allocate a portion of your basis of previously owned common stock to the rights issued to you in this offering, then your basis in previously owned common stock should be allocated between such common stock and the rights based upon the relative fair market value of such common stock and the rights as of the date of the distribution of the rights. Thus, if such an allocation is made and the rights are later exercised, the basis in the common stock you originally owned should be reduced by an amount equal to the basis allocated to the rights. This election is irrevocable if made and would apply to all of the rights received pursuant to this offering. The election must be made in a statement attached to your Federal income tax return for the taxable year in which the rights are distributed.

The holding period for the rights received in this offering should include the holding period for the common stock with respect to which the rights were received.

Sale or Other Disposition of the Rights

If a U.S. holder sells or otherwise disposes of the rights received in this offering prior to the expiration date, the U.S. holder should recognize capital gain or loss equal to the difference between the amount of cash and the fair market value of any property received and the holder's tax basis, if any, in the rights sold or otherwise disposed of. Any capital gain or loss should be long-term capital gain or loss if the holding period for the rights, determined as described in "—Tax Basis and Holding Period of the Rights" above, exceeds one year at the time of disposition.

Expiration of the Rights

If the rights expire without exercise while you continue to hold the shares of our common stock with respect to which the rights are received, you should recognize no loss and your tax basis in the common stock with respect to which the rights were received should equal its tax basis before receipt of the rights. If the rights expire without exercise after you have disposed of the shares of our common stock with respect to which the rights are received, you should consult your tax advisor regarding your ability to recognize a loss (if any) on the expiration of the rights.

Exercise of the Rights; Tax Basis and Holding Period of the Shares

The exercise of the rights received in this offering should not result in any gain or loss to you. Generally, the tax basis of our common stock acquired through exercise of the rights should be equal to the sum of:

- the subscription price per whole share; and
- the basis, if any, in the rights that you exercised, determined as described in "—Tax Basis of the Rights" above.

The holding period for a share of our common stock acquired upon exercise of a right should begin with the date of exercise.

If you exercise the rights received in this offering after disposing of the shares of our common stock with respect to which the rights are received, you should consult your tax advisor regarding the potential application of the "wash sale" rules under Section 1091 of the Code.

Sale or Other Disposition of the Rights Shares

If a U.S. holder sells or otherwise disposes of the shares received as a result of exercising a right, such U.S. holder's gain or loss recognized upon that sale or other disposition should be a capital gain or loss assuming the share is held as a capital asset at the time of sale. This gain or loss should be long-term if the share has been held at the time of sale for more than one year.

Information Reporting and Backup Withholding

Payments made to you of proceeds from the sale of rights shares may be subject to information reporting to the IRS and possible U.S. federal backup withholding. Backup withholding should not apply if you furnish a correct taxpayer identification number (certified on the IRS Form W-9) or otherwise establish that you are exempt from backup withholding. Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against your U.S. federal income tax liability. You may obtain a refund of any excess amounts withheld under the backup withholding rules by filing the appropriate claim for refund with the IRS and furnishing any required information.

PLAN OF DISTRIBUTION

As soon as practicable after the record date, rights will be distributed to holders who owned shares of our common stock as of the close of business on the record date. If you wish to exercise your rights and purchase shares of our common stock in this offering, you should timely comply with the procedures described in "The Rights Offering."

We are not aware of any existing agreements between any stockholder, broker, dealer or underwriter or agreement relating to the sale or distribution of the common stock underlying the rights.

We have agreed to pay the subscription agent and the information agent customary fees plus certain expenses in connection with this offering.

Some of our employees may solicit responses from you as a holder of rights, but we will not pay our employees any commissions or compensation for these services other than their normal employment compensation. We estimate that our total fees and expenses in connection with this offering will be approximately $1.0 million.

If you have any questions, you should contact the information agent as provided in "The Rights Offering—Subscription and Information Agent."

LEGAL MATTERS

The validity of the rights and the shares of our common stock offered by this prospectus have been passed upon for us by Kirkland & Ellis LLP, Chicago, Illinois. Certain partners of Kirkland & Ellis LLP are members of one or more partnerships that are investors in one or more investment funds affiliated with Sun Capital Partners. Kirkland & Ellis LLP represents entities affiliated with Sun Capital Partners and its affiliates in connection with legal matters.

EXPERTS

The financial statements incorporated in this prospectus by reference to our Annual Report on Form 10-K for the fiscal year ended January 28, 2017 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The audit report for the fiscal year ended January 28, 2017 contains an explanatory paragraph relating to the Company's ability to continue as a going concern as described in Note 1 to the financial statements thereto.

INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" certain documents that we have filed with the SEC into this prospectus, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information contained directly in this prospectus. This prospectus incorporates by reference our:

- Annual Report on Form 10-K for the year ended January 28, 2017 (filed with the SEC on April 28, 2017, including the portions of our proxy statement for our 2017 annual meeting of stockholders incorporated by reference therein);
- Quarterly Report on Form 10-Q for the quarter ended April 29, 2017 (filed with the SEC on June 8, 2017); and
- Current Reports on Form 8-K filed with the SEC on February 13, 2017, March 9, 2017, April 14, 2017, May 9, 2017, May 19, 2017, June 6, 2017, June 28, 2017, July 5, 2017, July 14, 2017 and August 4, 2017.

You may obtain documents incorporated by reference into this prospectus at no cost by writing or telephoning us at the following address:

Vince Holding Corp.
Attention: General Counsel and Secretary
500 5th Avenue, 20th Floor
New York, New York 10110
(212) 515-2600

Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus will be deemed modified, superseded or replaced for purposes of this prospectus to the extent that a statement contained in this prospectus or in any subsequently filed document that also is or is deemed to be incorporated by reference in this prospectus modifies, supersedes or replaces such statement.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We make periodic filings and other filings required to be filed by us as a reporting company under sections 13 and 15(d) of the Exchange Act. You may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an Internet site at www.sec.gov that contains the reports, proxy and information statements, and other information that we file with the SEC. Also visit us at http://investors.vince.com/sec-filings/default.aspx. Information contained on our website is not incorporated into this prospectus and you should not consider information contained on our website to be part of this prospectus.

You may obtain copies of this prospectus and the documents incorporated by reference without charge by writing to our corporate secretary at 500 5th Avenue, 20th Floor, New York, New York 10110. You may refer any questions regarding this offering to Broadridge, our information agent:

Broadridge Corporate Issuer Solutions, Inc.
Toll-free: +1 (855) 793-5068
Email: Shareholder@Broadridge.com

For information regarding replacement of lost rights certificates, you may contact Broadridge by calling toll-free number above or at the appropriate address below:

By Hand or Overnight Courier:
Broadridge Corporate Issuer Solutions, Inc.
Attn: BCIS IWS
51 Mercedes Way
Edgewood, NY 11717

By Regular Mail:
Broadridge Corporate Issuer Solutions, Inc.
Attn: BCIS Re-Organization Dept.
P.O. Box 1317
Brentwood, NY 11717-0693

VINCE HOLDING CORP.

Up to 66,670,610 Shares of Common Stock
Issuable Upon Exercise of Rights to Subscribe for Such Shares at $0.45 per Share

, 2017

PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the expenses payable by us in connection with the offering of securities described in this registration statement. All amounts shown are estimates, except for the SEC registration fee. We will bear all expenses shown below.

SEC registration fee	$ 3,477
NYSE listing fee	$ 320,000
Accounting fees and expenses	$ 100,000
Legal fees and expenses	$ 350,000
Subscription agent fees and expenses	$ 8,000
Printing and engraving expenses	$ 35,000
Other (1)	$ 200,000
Total	$ 1,016,477

(1) Fees payable to the Audit Committee's independent financial advisor.

Item 14. Indemnification of Directors and Officers.

Section 102(b)(7) of the DGCL allows a corporation to provide in its certificate of incorporation that a director of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. Our amended and restated certificate of incorporation provides for this limitation of liability.

Section 145 of the DGCL, or Section 145, provides that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who are, were or are a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests, provided that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

Our amended and restated bylaws provide that we must indemnify our directors and officers to the fullest extent permitted by the DGCL and must also pay expenses incurred in defending any such proceeding in advance of its final disposition upon delivery of an undertaking, by or on behalf of an indemnified person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified.

In addition, we are party to indemnification agreements with certain of our executive officers and directors pursuant to which we have agreed to indemnify such persons against all expenses and liabilities incurred or paid by such person in connection with any proceeding arising from the fact that such person is or was an officer or director of our company, and to advance expenses as incurred by or on behalf of such person in connection therewith.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of our amended and restated certificate of incorporation, our amended and restated bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

We maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

Pursuant to the Investment Agreement filed as Exhibit 10.1 to this registration statement, we have agreed to indemnify Sun Fund V has agreed to indemnify us against certain civil liabilities that may be incurred in connection with this offering, including certain liabilities under the Securities Act.

Item 15. Recent Sales of Unregistered Securities

During the past three years, the registrant has sold the following securities that were not registered under the Securities Act:

On March 15, 2016, the Company entered into an Investment Agreement with Sun Cardinal, LLC and SCSF Cardinal, LLC, affiliates of Sun Capital Partners, Inc. (collectively the “Investors”) pursuant to which the Investors agreed to backstop a rights offering by purchasing at the subscription price of $5.50 per share any and all shares not subscribed through the exercise of rights, including the over-subscription. Simultaneous with the closing of the rights offering, on April 22, 2016, the Company received $1.1 million of proceeds from the Investment Agreement and issued to the Investors 195,663 shares of its common stock in connection therewith. The shares issued to the Investors pursuant to the Investment Agreement were sold in reliance on the exemption set forth in Section 4(a)(2) under the Securities Act and/or Regulation D promulgated thereunder.

Item 16. Exhibits.

The exhibit index attached hereto is incorporated herein by reference.

Item 17. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding

the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this registration statement;

provided, however , that paragraphs (1)(i), (1)(ii) and (1)(iii) above do not apply if the registration statement is on Form S-1 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or date of the first sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of this registration statement or made in a document incorporated or deemed incorporated by reference into this registration statement or prospectus that is a part of this registration statement will, as to a purchaser with a time of contract sale prior to such effective date, supersede or modify any statement that was made in this registration statement or prospectus that was a part of this registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted against the registrant by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-1 and has duly caused this Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on August 10, 2017.

VINCE HOLDING CORP.

By: /s/ Brendan L. Hoffman
Name: Brendan L. Hoffman
Title: *Chief Executive Officer*

Pursuant to the requirements of the Securities Act, this Amendment No. 2 to the Registration Statement on Form S-1 has been signed by the following persons in the capacities indicated on August 10, 2017.

Signature	Title
*	Chief Executive Officer and Director *(Principal Executive Officer)*
Brendan L. Hoffman	
/s/ David Stefko	Executive Vice President, Chief Financial Officer *(Principal Financial and Accounting Officer)*
David Stefko	
*	Director
Jonathan H. Borell	
*	Director
Robert A. Bowman	
*	Director
Ryan J. Esko	
*	Director
Jerome Griffith	
*	Director
Marc J. Leder	
*	Director
Donald V. Roach	
*	Director
Eugenia Ulasewicz	

* The undersigned, by signing his name hereto, does sign and execute this Amendment No. 2 to Registration Statement on Form S-1 pursuant to the Power of Attorney executed by the above-named persons and previously filed with the Securities and Exchange Commission on behalf of such persons.

/s/ David Stefko
David Stefko, *as Attorney-in-Fact*

EXHIBIT INDEX

Exhibit No.	Description
3.1	Amended & Restated Certificate of Incorporation of Vince Holding Corp. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Securities Exchange Commission on November 27, 2013)
3.2	Amended & Restated Bylaws of Vince Holding Corp. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Securities Exchange Commission on November 27, 2013)
4.1	Specimen Certificate for Shares of Common Stock of Registrant (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1 (File No. 333-196776) filed with the Securities Exchange Commission on June 16, 2014).
4.2**	Form of Subscription Certificate to Purchase Rights for Common Stock of Registrant
4.3**	Form of Notice to Stockholders who are Record Holders
4.4**	Form of Notice to Stockholders who are Acting as Nominees
4.5**	Form of Notice to Clients of Stockholders who are Acting as Nominees
4.6**	Form of Notice of Guaranteed Delivery
4.7**	Form of Beneficial Owner Election Form
4.8**	Form of Nominee Holder Election Form
4.9	Registration Agreement, dated as of February 20, 2008, among Apparel Holding Corp., Sun Cardinal, LLC, SCSF Cardinal, LLC and the Other Investors party thereto (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-1 (File No. 333-191336) filed with the Securities Exchange Commission on September 24, 2013)
5.1	Opinion of Kirkland & Ellis LLP
10.1	Investment Agreement, dated as of August 10, 2017, by and between Registrant and Sun Cardinal, LLC and SCSF Cardinal, LLC
10.2	Shared Services Agreement, dated as of November 27, 2013, between Vince, LLC and Kellwood Company, LLC (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities Exchange Commission on November 27, 2013)
10.3	Tax Receivable Agreement, dated as of November 27, 2013, between Vince Intermediate Holding, LLC, the Stockholders, and Sun Cardinal, LLC as Stockholder Representative (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Securities Exchange Commission on November 27, 2013)
10.4	Consulting Agreement, dated as of November 27, 2013, between Vince Holding Corp. and Sun Capital Partners Management V, LLC (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the Securities Exchange Commission on November 27, 2013)
10.5	Credit Agreement, dated as of November 27, 2013, by and among Vince, LLC, Vince Intermediate Holding, LLC, Bank of America, N.A., as Administrative Agent, J.P. Morgan Securities LLC, as Syndication Agent, Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC, as Joint Lead Arrangers and Joint Bookrunners, and Cantor Fitzgerald Securities, as Documentation Agent (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K filed with the Securities Exchange Commission on November 27, 2013)

Exhibit No.	Description
10.6	Credit Agreement, dated as of November 27, 2013, by and among Vince, LLC, the guarantors party thereto, Bank of America, N.A., as Agent, the other lenders party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Sole Lead Arranger and Sole Book Runner (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the Securities Exchange Commission on November 27, 2013)
10.7†	Employment Agreement, dated November 21, 2014, between Melissa Wallace and Vince Holding Corp. (incorporated by reference to Exhibit 10.13 to the Company's Annual Report on Form 10-K filed on March 27, 2015)
10.8†	Assignment and Assumption Agreement, dated as of November 27, 2013, by and between Kellwood Company, LLC and Apparel Holding Corp. (incorporated by reference to Exhibit 10.57 to the Company's Annual Report on Form 10-K filed on April 4, 2014)
10.9†	2010 Stock Option Plan of Kellwood Company (incorporated by reference to Exhibit 10.56 to the Company's Registration Statement on Form S-1 (File No. 333-191336) filed with the Securities Exchange Commission on September 24, 2013)
10.10†	Form of 2010 Stock Option Plan grant agreement for executive officers (incorporated by reference to Exhibit 10.57 to the Company's Registration Statement on Form S-1 (File No. 333-191336) filed with the Securities Exchange Commission on September 24, 2013)
10.11†	Form of Indemnification Agreement (for directors and officers affiliated with Sun Capital Partners) (incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K filed on November 27, 2013)
10.12†	Form of Indemnification Agreement (for directors and officers not affiliated with Sun Capital Partners) (incorporated by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K filed on November 27, 2013)
10.13†	Vince Holding Corp. 2013 Incentive Plan (incorporated by reference to Exhibit 10.66 to the Company's Registration Statement on Form S-1 (File No. (333-191336) filed with the Securities Exchange Commission on November 12, 2013)
10.14†	Form of Non-Qualified Stock Option Agreement (incorporated by reference to Exhibit 10.15 to the Company's Current Report on Form 8-K filed on November 27, 2013)
10.15†	Form of Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.16 to the Company's Current Report on Form 8-K filed on November 27, 2013)
10.16†	Vince Holding Corp. Amended and Restated 2013 Employee Stock Purchase Plan (incorporated by reference to Annex A to the Company's Information Statement on Schedule 14C filed with the Securities Exchange Commission on September 3, 2015)
10.17	First Amendment to Credit Agreement, dated as of June 3, 2015, by and among the Company, the guarantors parties thereto, BofA, as administrative agent, and each lender party thereto (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on September 8, 2015)
10.18	First Amendment to the Tax Receivable Agreement, dated as of September 1, 2015, between Vince Holding Corp., the Stockholders, and the Stockholder Representative (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on December 8, 2015)

Exhibit No.	Description
10.19†	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 (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q filed on December 8, 2015)
10.20†	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 (incorporated by reference to Exhibit 10.4 to the Company's Quarterly Report on Form 10-Q filed on December 8, 2015)
10.21†	Transition Services and Separation Agreement, dated as of October 6, 2015, between Vince Holding Corp and Jill Granoff (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q filed on December 8, 2015)
10.22†	Confidential Severance Agreement and General Release, dated as of August 6, 2015, between Vince Holding Corp and Lisa Klinger (incorporated by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed on December 8, 2015)
10.23†	Severance Agreement and General Release, dated as of September 28, 2015, between Vince, LLC and Karin Gregersen McLennan (incorporated by reference to Exhibit 10.7 to the Company's Quarterly Report on Form 10-Q filed on December 8, 2015)
10.24	Consulting Agreement, dated as of November 23, 2015, between Vince, LLC and Rea Laccone (incorporated by reference to Exhibit 10.41 to the Company's Annual Report on Form 10-K filed on April 14, 2016)
10.25	Consulting Agreement, dated as of November 23, 2015, between Vince, LLC and Christopher LaPolice (incorporated by reference to Exhibit 10.42 to the Company's Annual Report on Form 10-K filed on April 14, 2016)
10.26†	Employment Offer Letter, dated as of January 12, 2016, from Vince, LLC to David Stefko relating to his appointment as the Chief Financial Officer of the Company (incorporated by reference to Exhibit 10.44 to the Company's Annual Report on Form 10-K filed on April 14, 2016)
10.27	Investment Agreement, dated as of March 15, 2016, by and among Vince Holding Corp., Sun Cardinal, LLC and SCSF Cardinal, LLC (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on March 16, 2016)
10.28†	Employment Agreement, dated as of December 18, 2015, between Vince, LLC to Katayone Adeli (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on June 8, 2016)
10.29†	Confidential Severance Agreement and General Release, dated as of February 29, 2016, between Vince, LLC and Michele Sizemore (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on June 8, 2016)
10.30†	Employment Agreement, dated as of June 30, 2016, between Vince, LLC to Mark Engebretson (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed on September 8, 2016)
10.31†	Amendment No. 1 to Offer Letter, dated as of September 12, 2016, between Vince, LLC to Mark Engebretson (incorporated by reference to Exhibit 10.2 to the Company's Quarterly Report on Form 10-Q filed on September 8, 2016)
10.32	Term Loan Amendment, dated June 30, 2017, to the Term Loan Facility (incorporated by reference to Exhibit 10.1 to the Company's current report on Form 8-K filed on July 5, 2017).

Exhibit No.	Description
10.33	Waiver Letter, dated June 30, 2017, delivered to the Company by certain lenders under the Term Loan Facility (incorporated by reference to Exhibit 10.2 to the Company's current report on Form 8-K filed on July 5, 2017).
10.34	ABL Amendment, dated June 22, 2017, to the Revolving Credit Facility (incorporated by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed on July 5, 2017).
10.35	BMO LC Line, dated June 22, 2017 (incorporated by reference to Exhibit 10.4 to the Company's current report on Form 8-K filed on July 5, 2017).
10.36	Guaranty, dated June 22, 2017, from Sun Capital Fund V., L.P. (incorporated by reference to Exhibit 10.5 to the Company's current report on Form 8-K filed on July 5, 2017).
10.37	Letter Agreement, dated June 22, 2017, with Bank of America, N.A. (incorporated by reference to Exhibit 10.6 to the Company's current report on Form 8-K filed on July 5, 2017).
10.38	Agreement, dated as of July 13, 2017, by and between Vince, LLC and Rebecca Taylor, Inc. (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on July 14, 2017)
21.1	List of subsidiaries of Vince Holding Corp (incorporated by reference to Exhibit 21.1 to the Company's Annual Report on Form 10-K filed on April 28, 2017)
23.1	Consent of PricewaterhouseCoopers LLP
23.2	Consent of Kirkland & Ellis LLP (included in Exhibit 5.1 hereto)
24.1**	Powers of Attorney of the Chief Executive Officer, Chief Financial Officer and each director of Vince Holding Corp. (included on the signature page hereto)

** Previously filed.
† Indicates exhibits that constitute management contracts or compensatory plans or arrangements.

Exhibit 5.1

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, Illinois 60654

(312) 862-2000

Facsimile:
(312) 862-2200

www.kirkland.com

August 10, 2017

Vince Holding Corp.
500 5th Avenue, 20th Floor
New York, New York 10110

Re: Registration Statement

Ladies and Gentlemen:

We are acting as special counsel to Vince Holding Corp., a Delaware corporation (the " Company "), in connection with the proposed registration by the Company of 66,670,610 shares of its common stock, par value $0.01 per share (the " Shares "), pursuant to a Registration Statement, originally filed with the Securities and Exchange Commission (the " Commission ") on July 5, 2017, under the Securities Act of 1933, as amended (the " Act ") (such Registration Statement, as amended or supplemented, is hereinafter referred to as the " Registration Statement ") issuable upon exercise of non-transferable rights (the " Rights ") to be distributed to holders of record of the Company's common stock as described in the prospectus (the " Prospectus ") forming part of the Registration Statement.

In connection therewith, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the corporate and organizational documents of the Company, including the Amended and Restated Certificate of Incorporation of the Company and the form of amendment therefor to increase the number of authorized shares of common stock (the " Amendment ") which will be filed with the Secretary of State of the State of Delaware prior to the issuance of the Shares, (ii) minutes and records of the proceedings of the Company with respect to the issuance and sale of the Shares, (iii) the Registration Statement, including the Prospectus, and the exhibits thereto, (iv) the form of stock certificate evidencing the Shares and (v) the form of subscription rights certificate, which will be used by the Company to evidence the Rights.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company and the due authorization, execution and delivery of all documents by the parties thereto other than the

Company. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company and others.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that:

1. The Rights have been duly authorized and, when issued, will be the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

2. The Shares have been duly authorized and, when (i) the Amendment has been duly filed with the Secretary of State of the State of Delaware and (ii) the Shares are issued and delivered against payment therefore upon due exercise of the Rights as contemplated by the Prospectus and the subscription rights certificate, the Shares will be validly issued, fully paid and non-assessable.

Our opinion expressed above is subject to the qualification that we express no opinion as to the applicability of, compliance with, or effect of any laws except the General Corporation Law of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware constitution and reported judicial decisions interpreting the foregoing).

In rendering the opinions set forth above, we have assumed that the performance by the Company of its obligations in respect of the Rights do not and will not violate, conflict with or constitute a default under any agreement or instrument to which the Company or its properties is subject, except for those agreements and instruments which are listed in Item 15(b) of the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 2017 or as exhibits to subsequent Quarterly Reports on Form 10-Q or Current Reports on Form 8-K.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the issuance and sale of the Shares.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date that the Registration Statement becomes effective under the Act and we assume no obligation to revise or supplement this opinion after the date of effectiveness should the General Corporation Law of the State of Delaware be changed by legislative action, judicial decision or otherwise after the date hereof.

Sincerely,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

Exhibit 10.1

INVESTMENT AGREEMENT

by and among

VINCE HOLDING CORP.,

SUN CARDINAL, LLC,

and

SCSF CARDINAL, LLC

Dated as of August 10, 2017

TABLE OF CONTENTS

INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT (this " Agreement ") is made and entered into as of August 10, 2017, by and among Vince Holding Corp., a Delaware corporation (the " Company "), Sun Cardinal, LLC, a Delaware limited liability company (" Sun Cardinal "), and SCSF Cardinal, LLC, a Delaware limited liability company (" SCSF " and, together with Sun Cardinal, the " Investors ").

RECITALS

WHEREAS , the Company has proposed to offer and sell up to 66,670,610 shares of Common Stock pursuant to a Rights Offering, on the terms and subject to the conditions set forth herein; and

WHEREAS , the Company desires that the Investors provide, and the Investors have agreed to provide, a Backstop Commitment to the Rights Offering, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I
THE RIGHTS OFFERING AND BACKSTOP COMMITMENT

Section 1.1 The Rights Offering .

(a) As promptly as practicable after the date of this Agreement, the Company shall use its commercially reasonable efforts to prepare and file with the SEC a registration statement (including each amendment and supplement thereto, the " Registration Statement ") on Form S-1 or Form S-3 (as applicable), covering the issuance of the Rights and the Common Stock in the Rights Offering. The Company shall not permit any securities to be included in the Registration Statement other than the Rights and the Common Stock to be issued in the Rights Offering. The Registration Statement (and any post-effective amendments) shall be provided to the Investors and their counsel prior to its filing with the SEC, and the Investors and their counsel shall be given a reasonable opportunity to review and comment upon the Registration Statement (and any post-effective amendments). The Company shall use its commercially reasonable efforts to, as promptly as practicable, (i) respond to comments to the Registration Statement raised by the staff of the SEC and (ii) cause the Registration Statement and any post-effective amendment to be declared effective by the SEC.

(b) The Investors shall provide to the Company such information and other assistance as it may reasonably require in connection with the preparation and filing of the Registration Statement and the Prospectus. At the time such information is provided and at the respective times the Registration Statement and any post-effective amendments thereto become effective and as of the date of the Prospectus, no such information provided by the Investors shall include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) At the respective times the Registration Statement and any post-effective amendments thereto become effective, the Registration Statement (as amended or supplemented) shall comply in all material respects with the requirements of Form S-1 or Form S-3 (as applicable), and the Registration Statement and any Company SEC Documents incorporated by reference therein shall not include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; *provided* , that the Company shall make no such representation with respect to information provided to it by the Investors under Section 1.1(b) . The final prospectus relating to the Rights Offering filed pursuant to Rule 424 of the Securities Act (as amended or supplemented, the " Prospectus "), as of its date, shall not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* , that the Company shall make no such representation with respect to information provided to it by the Investors under Section 1.1(b) . The previous two sentences are referred to as the " 10b-5 Representation ."

(d) Promptly following the date on which the Registration Statement is declared effective by the SEC (the " Registration Effective Date "), the Company shall print and file with the SEC the Prospectus, distribute the Prospectus to the Company's stockholders of record as of the Record Date and thereafter promptly commence a rights offering on the following terms: (i) the Company shall distribute, at no charge, one Right to each holder of record of Common Stock for each share of Common Stock held by such holder as of the Record Date, (ii) each Right shall entitle the holder thereof to purchase, at the election of such holder, such number of shares of Common Stock at the Rights Subscription Price thereby entitling such holders of rights, in the aggregate, to subscribe for an aggregate of 66,670,610 shares (the " Aggregate Offered Shares ") of Common Stock (the " Basic Subscription Right "), *provided* that no fractional shares of Common Stock shall be issued pursuant to the exercise of any Rights, (iii) each such Right shall be non-transferable, (iv) the rights offering shall remain open for at least sixteen (16) days, but no more than twenty (20) days or such longer period as required by Law (the " Subscription Period "), (v) each holder who fully exercises all Rights held by such holder shall be entitled to subscribe for additional shares of Common Stock that were not subscribed for under the Basic Subscription Right in an amount equal to up to an aggregate of 9.99% of the outstanding shares of Common Stock after giving effect to the consummation of the transactions contemplated by the Rights Offering and this Agreement (the " Over-Subscription Right "); *provided* that, if insufficient remaining shares of unsubscribed shares of Common Stock are available, all over-subscription requests shall be honored pro rata among Rights holders who exercise the Over-Subscription Right (based on the Basic Subscription Rights exercised), (vi) no Person (other than the Investors and their Affiliates) may exercise the Rights to the extent the exercise thereof would cause such Person to acquire Beneficial Ownership in excess of 14.99% of the outstanding Common Stock after giving effect to the consummation of the Rights Offering and the Backstop Commitment, and (vii) any Person (other than the Investors and their Affiliates) who is, prior to the consummation of the Rights Offering, the Beneficial Owner of in excess of 14.99% of the outstanding Common Stock shall be entitled to exercise the Rights (including any Over-Subscription Right) only to the extent necessary to maintain its proportionate interest in the Common Stock of the Company prior to the consummation of the Rights Offering and the other transactions contemplated hereby (collectively, such rights offering, the " Rights Offering ").

(e) Prior to the expiration or termination of this Agreement in accordance with Article VI , the Company shall not amend any of the terms of the Rights Offering described in Section 1.1(d) , terminate the Rights Offering or waive any material conditions to the closing of the Rights Offering, without the prior written consent of the Investors, unless the full Board (and not a committee of the Board) approves such amendment, termination or waiver. Subject to the terms and conditions of the Rights Offering, the Company shall effect the closing of the Rights Offering as promptly as practicable following the end of the Subscription Period. The closing of the Rights Offering shall occur at the time, for the Rights Subscription Price and in the manner and on the terms of the Rights Offering set forth in Section 1.1(d) , as shall be set forth in the Prospectus.

(f) The Company shall pay all of its expenses associated with the Registration Statement, Prospectus, the Rights Offering and the other transactions contemplated hereby, including filing and printing fees, fees and expenses of any subscription and information agents, its counsel and accounting fees and expenses and costs associated with clearing the Common Stock offered thereby for sale under applicable state securities Laws.

Section 1.2 Backstop Commitment .

(a) Subject to the consummation of the Rights Offering and the terms and conditions of this Agreement, each Investor shall purchase from the Company, and the Company shall issue to such Investor, at the Rights Subscription Price, such Investor's Pro Rata Portion of an aggregate number of shares of Common Stock (the " Backstop Commitment ") equal to (x) (i) $30,000,000 minus (y) the aggregate proceeds of the Rights Offering, divided by (z) the Rights Subscription Price. Within two (2) Business Days after the closing of the Rights Offering, the Company shall issue to the Investors a notice (the " Subscription Notice ") setting forth the number of shares of Common Stock subscribed for in the Rights Offering and the aggregate proceeds of the Rights Offering and, accordingly, the number of shares of Common Stock to be acquired by the Investors pursuant to the Backstop Commitment at the Rights Subscription Price. Shares of Common Stock acquired by the Investors pursuant to the Backstop Commitment are collectively referred to as the " Backstop Acquired Shares ."

(b) On the terms and subject to the conditions set forth in this Agreement, the closing of the Backstop Commitment (the " Closing ") shall occur on the later of (i) the third Business Day following the issuance by the Company of the Subscription Notice and (ii) the date that all of the conditions to the Closing set forth in Article V of this Agreement have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing), at 9:00 a.m. (Chicago, Illinois time) at the offices of Kirkland & Ellis LLP, 300 N. LaSalle, Chicago, Illinois 60654 or such other place, time and date as shall be agreed between the Company and the Investors (the date on which the Closing occurs, the " Closing Date ").

(c) At the Closing (i) the Company shall issue to each Investor its Pro Rata Portion of the Backstop Acquired Shares against payment by or on behalf of such Investor of the aggregate Rights Subscription Price for all such shares by wire transfer in immediately available funds to the account designated by the Company in writing at least three Business Day prior to the Closing, (ii) the Company shall deliver all other documents and certificates required to be delivered to the Investors pursuant to Section 5.3 , and (iii) the Investors shall deliver all documents and certificates required to be delivered to the Company pursuant to Section 5.2 .

(d) The Company shall promptly use proceeds from the Rights Offering and the Backstop Commitment to repay $9,000,000 in principal amount of outstanding indebtedness under the Term Loan Facility and $15,000,000 in principal amount of outstanding indebtedness under the Revolving Credit Facility (without a concurrent commitment reduction). The Company may use the remaining net proceeds from the Rights Offering and the Backstop Commitment for general corporate purposes, which may include additional payments on its outstanding indebtedness.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as Previously Disclosed, the Company represents and warrants to the Investors that:

Section 2.1 Organization . The Company and each of its Subsidiaries is duly incorporated or organized and validly existing as a corporation or other entity in good standing under the Laws of its jurisdiction of organization and has all corporate power and authority to own its property and assets and conduct its business as currently conducted, and, except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect, is duly qualified as a foreign corporation for the transaction of business and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties, or conducts any business so as to require such qualification.

Section 2.2 Authorization . The Company has all corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company, and no further approval or authorization is required on the part of the Company. This Agreement constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or other similar Laws affecting creditors' rights generally and by general equitable principles and except as may be limited by applicable Law and public policy. Except for any stockholder approval required pursuant to Section 312 of the NYSE Listed Company Manual, no vote or consent of stockholders of the Company is required in connection with any of the transactions contemplated by this Agreement under the Company's certificate of incorporation, the DGCL, the rules and regulations of NYSE or otherwise.

Section 2.3 Capitalization .

(a) As of April 29, 2017, the Company is authorized to issue up to 100,000,000 shares of Common Stock and has 49,433,218 shares of Common Stock issued and outstanding. As of April 29, 2017, there are outstanding options to purchase an aggregate of 2,090,866 shares of Common Stock and 106,707 shares of Common Stock reserved for issuance

pursuant to outstanding restricted stock units awards, all of which options and restricted stock units are outstanding under the Stock Plan. All of the outstanding shares of Common Stock have been duly and validly authorized and issued and are fully paid and non-assessable and were not issued in violation of any pre-emptive rights, resale rights, rights of first refusal or similar rights.

(b) All of the outstanding shares of capital stock of each of the Company's Subsidiaries has been duly and validly authorized and issued, are fully paid and non-assessable, were not issued in violation of any pre-emptive rights, resale rights, rights of first refusal or similar rights, and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except as set forth in the Term Loan Facility and Revolving Credit Facility. The Company does not Beneficially Own, directly or indirectly, any equity interests of any Person that is not a Subsidiary **.**

Section 2.4 Valid Issuance of Shares . The Backstop Acquired Shares will be, as of the date of their issuance, duly authorized by all necessary corporate action on the part of the Company and, when issued and delivered by the Company against payment therefor as provided in this Agreement, (a) will be validly issued, fully paid and nonassessable, (b) will be free and clear of all liens, encumbrances or claims and (c) will not be subject to any statutory or contractual preemptive rights or other similar rights of stockholders.

Section 2.5 Non-Contravention; Governmental Authorizations .

(a) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby will not: (1) conflict with or violate any provision of the Company's certificate of incorporation or by-laws, each as amended; (2) conflict with or result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give rise to any right to termination, acceleration or cancellation under any agreement, lease, mortgage, license, indenture or any other contract to which the Company or any of its Subsidiaries is a party or by which their respective properties may be bound or affected; or (3) conflict with or violate any Law applicable to the Company, except, in the case of clause (2) or (3), as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

(b) Each approval, consent, order, authorization, designation, declaration or filing by or with any Governmental Entity necessary in connection with the execution and delivery by the Company of this Agreement and the consummation of the transactions contemplated herein (except for (1) such additional steps as may be required by the New York Stock Exchange (the " NYSE ") or such additional steps as may be necessary to register or qualify the Rights and shares of Common Stock to be issued in connection with the Rights Offering and the Backstop Acquired Shares under federal securities, state securities or blue sky Laws and (2) receipt of all approvals and authorizations of, filings with, and notifications to, or expiration or termination of any applicable waiting period under, any competition or merger control laws of any jurisdiction) has been obtained or made and is in full force and effect.

Section 2.6 Periodic Filings; Financial Statements; Undisclosed Liabilities .

(a) Since January 29, 2017, the Company has timely filed all reports, registrations, documents, filings, statements and submissions, together with any required amendments thereto (collectively the " Company SEC Documents "), that were required to be filed with the SEC under the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder (the " Securities Act ") and the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder (the " Exchange Act "). As of their respective filing dates, the Company SEC Documents complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the Company SEC Documents contained, when filed with the SEC, and if amended, as of the date of such amendment, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances in which they were made, not misleading.

(b) The Company's consolidated financial statements, including the notes thereto, included or incorporated by reference in the Company SEC Documents (the " Company Financial Statements ") have been prepared in accordance with GAAP consistently applied in all material respects (except as may be indicated in the notes and schedules thereto) during the periods involved and present fairly in all material respects the Company's consolidated financial position at the dates thereof and of its operations and cash flows for the periods specified therein (subject to the absence of notes and year-end adjustments in the case of unaudited statements).

(c) Neither the Company nor any of its Subsidiaries has any liabilities or obligations (accrued, absolute, contingent or otherwise) of a nature that would be required to be accrued or reflected in a consolidated balance sheet prepared in accordance with GAAP, other than liabilities or obligations (A) reflected on, reserved against, or disclosed in the notes to, the consolidated balance sheets of the Company Financial Statements or (B) incurred in the ordinary course of business consistent with past practice since the date of the last consolidated balance sheet in the Company Financial Statements.

Section 2.7 Liquidity; Credit Facility Compliance . The proceeds from the Rights Offering and, to the extent the Rights Offering is not fully subscribed, the Backstop Commitment, together with the Company's good faith and reasonable estimate of cash from operations, and, assuming the effectiveness of the Term Loan Amendment, will be sufficient for the Company and its Subsidiaries to (i) comply with all covenants under the Term Loan Facility and the Revolving Credit Facility, (ii) fund their debt service requirements, including under the Term Loan Facility and Revolving Credit Facility, (iii) fund their obligations under the Tax Receivable Agreement, among the Company, Sun Cardinal and the other parties thereto, as amended, and (iv) fund planned capital expenditures and working capital needs, in each case, for at least the twelve months following the Closing. The Company and its Subsidiaries are not in material breach of, and there exists no default (or an event which with notice or lapse of time or both would become a default) under, the Term Loan Facility or the Revolving Credit Facility. Assuming the Closing, the effectiveness of the Term Loan Amendment and the Company's receipt of the proceeds from the Rights Offering and, to the extent the Rights Offering is not fully subscribed, the Backstop Commitment, no Effects exist that would or would reasonably be expected to result in the material breach of, or default (or an event which with notice or lapse of

time or both would become a default) under, the Term Loan Facility or the Revolving Credit Facility by the Company and its Subsidiaries. To the extent the Company and its Subsidiaries are in breach of the Term Loan Facility or the Revolving Credit Facility (regardless of the materiality of the breach), the Company reasonably expects to cure such breach prior to it becoming a default under the Term Loan Facility or Revolving Credit Facility, as applicable.

Section 2.8 No Proceedings . No litigation or proceeding against the Company or its Subsidiaries is pending before any court, arbitrator, or administrative or governmental body, nor, to the Company's knowledge, is any such proceeding threatened against the Company or its Subsidiaries, that would, individually or in the aggregate, reasonably be expected to materially and adversely affect the Company's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby on a timely basis.

Section 2.9 Brokers and Finders . Except for Duff & Phelps Corporation, the fees of which will be paid by the Company, neither the Company nor any of its Subsidiaries has employed any broker or finder or incurred any liability for any financial advisory fee, brokerage fees, commissions or finder's fee, and no broker or finder has acted directly or indirectly for the Company or any of its Subsidiaries in connection with this Agreement or the transactions contemplated hereby.

Section 2.10 No Further Reliance . The Company acknowledges that it is not relying upon any representation or warranty made by the Investors other than those representations and warranties set forth in this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF INVESTORS

Each Investor (solely with respect to itself) represents and warrants to the Company that:

Section 3.1 Organization and Authority . Such Investor is duly formed and validly existing in good standing as a limited liability company under the laws of the state of Delaware and has all limited liability company power and authority to own its property and assets and conduct its business as currently conducted and, except where the failure to be qualified or in good standing would not or reasonably be expected to prevent, materially delay or materially impede the performance by such Investor of its obligations under this Agreement or the consummation of the transactions contemplated hereby, has been duly qualified as a foreign limited liability company for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business so as to require such qualification.

Section 3.2 Authorization . Such Investor has all limited liability company power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by such Investor of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by such Investor's board of managers or managing member, as the case may be, and no further approval or authorization by any of its members, partners or other equity owners is required. This Agreement constitutes the valid and binding obligation of such Investor, enforceable against

such Investor in accordance with its terms, except as such may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or other similar Laws affecting creditors' rights generally and by general equitable principles and except as may be limited by applicable Law and public policy.

Section 3.3 Non-Contravention; Governmental Authorization .

(a) The execution, delivery and performance by such Investor of this Agreement and the consummation of the transactions contemplated hereunder will not: (1) conflict with or violate any provision of its certificate of formation, limited liability company agreement or similar governing documents; (2) conflict with or result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give rise to any right to termination, acceleration or cancellation under any agreement, lease, mortgage, license, indenture or any other contract to which such Investor is a party or by which its properties may be bound or affected; or (3) conflict with or violate any Law applicable to such Investor, except in the case of clause (2) or (3), as would not, individually or in the aggregate, reasonably be expected to materially and adversely affect such Investor's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby on a timely basis.

(b) Each approval, consent, order, authorization, designation, declaration or filing by or with any Governmental Entity necessary in connection with the execution and delivery by such Investor of this Agreement and the consummation of the transactions contemplated herein (except for (1) such additional steps as may be required by the NYSE or such additional steps as may be necessary to register or qualify the Rights and shares of Common Stock to be issued in connection with the Rights Offering and the Backstop Acquired Shares under federal securities, state securities or blue sky Laws and (2) receipt of all approvals and authorizations of, filings with, and notifications to, or expiration or termination of any applicable waiting period under, any competition or merger control laws of any jurisdiction) has been obtained or made and is in full force and effect.

Section 3.4 No Proceedings . No litigation or proceeding against such Investor is pending before any court, arbitrator, or administrative or governmental body, nor, to such Investor's knowledge, is any such proceeding threatened against such Investor, that would, individually or in the aggregate, reasonably be expected to materially and adversely affect such Investor's ability to perform its obligations under this Agreement or consummate the transactions contemplated hereby on a timely basis.

Section 3.5 Securities Act Compliance . The Backstop Acquired Shares being acquired by such Investor hereunder are being acquired for its own account, for the purpose of investment and not with a view to or for sale in connection with any public resale or distribution thereof in violation of applicable securities Laws. Such Investor is an ''accredited investor'' within the meaning of Rule 501(a) promulgated under the Securities Act and is knowledgeable, sophisticated and experienced in business and financial matters that are necessary to evaluate the risks and merits of an investment in the Common Stock.

Section 3.6 Financial Capability . At the Closing, such Investor, together with its Affiliates, will have sufficient available funds to consummate the Closing on the terms and conditions contemplated by this Agreement. Such Investor is able to bear the financial risk of its investment in the Backstop Acquired Shares. Such Investor has been afforded access to information about the Company and its financial condition and business sufficient to enable the Investor to evaluate its investment in the Backstop Acquired Shares.

Section 3.7 No Registration . Such Investor understands (A) that the offer and sale of the Backstop Acquired Shares to be purchased by it pursuant to the terms of this Agreement have not been registered under the Securities Act or any state securities laws, (B) that the Company shall not be required to effect any registration or qualification of the Backstop Acquired Shares under the Securities Act or any state securities laws, except pursuant to the Registration Agreement, (C) that the Backstop Acquired Shares will be issued in reliance upon exemptions contained in the Securities Act or interpretations thereof and in the applicable state securities laws and (D) that the Backstop Acquired Shares may not be offered for sale, sold or otherwise transferred except pursuant to a registration statement under the Securities Act or in a transaction exempt from or not subject to registration under the Securities Act.

Section 3.8 Ownership . As of May 31, 2017, such Investors and their Affiliates are the Beneficial Owners of 28,499,209 shares of Common Stock.

Section 3.9 No Further Reliance . Such Investor acknowledges that it is not relying upon any representation or warranty made by the Company other than those representations and warranties set forth in this Agreement.

ARTICLE IV
COVENANTS

Section 4.1 Conduct of the Business . Prior to the earlier of the Closing and the termination of this Agreement pursuant to Section 6.1 (the " Pre-Closing Period "), the Company shall not, and shall cause each of its Subsidiaries not to, take any actions outside of the ordinary course of business consistent with past practice, without the prior written consent of the Investors or prior approval by the full Board (and not a committee of the Board). During the Pre-Closing Period, (i) except as contemplated by this Agreement, as approved by the full Board (and not a committee of the Board) prior to the taking of such action or with the prior written consent of the Investors, the Company shall not, and shall cause each of its Subsidiaries not to: (A) declare or pay any dividend or distribution on its shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock (except for dividends paid by any direct or indirect wholly owned Subsidiary of the Company to the Company or to any other direct or indirect wholly owned Subsidiary of the Company), (B) adjust, split, combine or reclassify or otherwise amend the terms of its capital stock, (C) repurchase, redeem, purchase, acquire, encumber, pledge, dispose of or otherwise transfer, directly or indirectly, any of its shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) its capital stock, (D) other than Excluded Issuances, issue, grant, deliver or sell any shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) its capital stock (other than with respect to the issuance of the Rights and the

Common Stock issuable upon the exercise thereof), (E) make any amendments to its organizational documents, (F) sell, lease or otherwise dispose of a material amount of assets or securities, including by merger, consolidation, asset sale or other business combination, other than sales of assets in the ordinary course of business consistent with past practice; (G) make any material acquisitions, by purchase or other acquisition of shares or other equity interests, or by merger, consolidation or other business combination, or material purchase of any property or assets, to or from any Person (except for acquisitions made by the Company or any direct or indirect wholly owned Subsidiary of the Company from the Company or any other direct or indirect wholly owned Subsidiary of the Company), (H) make any prepayments under the Term Loan Facility, (I) adopt a plan of complete or partial liquidation or resolutions providing for a complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization, or (J) agree or commit to do any of the foregoing. For the avoidance of doubt, the foregoing shall not restrict the Company from engaging in discussions with a third party with respect to a Superior Transaction or terminating this Agreement to enter into a definitive agreement to effect a Superior Transaction.

Section 4.2 Securities to be Issued . The Common Stock to be issued to the Investors pursuant to this Agreement (i) shall be subject to the terms and provisions of the Company's certificate of incorporation as in effect on the date hereof and (ii) for the avoidance of doubt, shall be deemed " Registrable Securities " under the Registration Agreement.

Section 4.3 Efforts . From the date hereof until the earlier of the Closing and the date that this Agreement is terminated pursuant to Section 6.1 , the Investors and the Company shall (i) promptly file any and all Notification and Report Forms required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the " HSR Act ") with respect to the transactions contemplated hereby, and use commercially reasonable efforts to cause the expiration or termination of any applicable waiting periods under the HSR Act; (ii) promptly make an appropriate filing under the competition or merger control laws of other jurisdictions as may be required for the consummation of the transactions contemplated hereby, and use commercially reasonable efforts to obtain a decision from the appropriate regulatory authorities allowing the consummation of the transactions contemplated hereby; (iii) use commercially reasonable efforts to cooperate with each other in (A) determining whether any filings are required to be made with, or consents, permits, authorizations, waivers, clearances, approvals, and expirations or terminations of waiting periods are required to be obtained from, any other Governmental Entities in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (B) timely making all such filings and timely obtaining all such consents, permits, authorizations or approvals; (iv) use commercially reasonable efforts to supply to any Governmental Entity as promptly as practicable any additional information or documents that may be requested pursuant to any Law or by such Governmental Entity; (v) promptly inform the other party of any substantive meeting, discussion, or communication with any Governmental Entity (and shall supply to the other party any written communication or other written correspondence or memoranda prepared for such purpose, subject to applicable Laws relating to the exchange of information or as necessary to preserve attorney-client privilege) in respect of any filings, investigation or inquiry concerning the transactions contemplated herein, and shall consult with the other party in advance and, to the extent permitted by such Governmental Entity, give the other party the opportunity to attend and participate thereat and (vi) use commercially reasonable efforts to take, or cause to be taken, all

other actions and do, or cause to be done, all other things necessary, proper or advisable to consummate the Closing and the other transactions contemplated hereby, including taking all such further action as may be necessary to resolve such objections, if any, as the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice, state antitrust enforcement authorities or competition authorities of any other nation or other jurisdiction or any other person may assert under Law with respect to the transactions contemplated hereby. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to require the Investors or any of their Affiliates, or the Company, to enter into any agreement with any Governmental Entity or to consent to any authorizations, consents, approvals of governments and governmental agencies requiring the Investors or any of their Affiliates, or the Company, to hold separate or divest, or to restrict the dominion or control of, any of its assets or businesses or any of the stock, assets or business of the Investors, the Company or any of their Affiliates. The Company shall reimburse the Investors for all filing fees incurred by the Investors with respect to all filings contemplated by this Section 4.3 within five (5) Business Days of the date each such fee is paid by the Investors.

Section 4.4 Publicity . No public release or announcement concerning the transactions contemplated hereby shall be issued by any party without the prior consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), except as such release or announcement may be required by Law or the rules or regulations of the NYSE, in which case the party required to make the release or announcement shall, to the extent reasonably practicable, allow the other party reasonable time to review and comment on such release or announcement in advance of such issuance. The provisions of this Section 4.4 shall not restrict the ability of a party hereto to summarize or describe the transactions contemplated by this Agreement in the Registration Statement or Prospectus or any amendment or supplement thereto or any other prospectus or similar offering document or other report required by Law, regulation or NYSE rule so long as the other party is provided a reasonable opportunity to review and comment on such disclosure in advance.

Section 4.5 Share Listing . The Company shall as promptly as practicable after the date of this Agreement use its reasonable best efforts to cause the Common Stock to be issued in the Rights Offering, to be approved for listing on the NYSE, subject to official notice of issuance.

Section 4.6 No Transfers . Until the earlier to occur of the Closing Date or the termination of this Agreement pursuant to Article VI , no Investor will, without the prior consent of the disinterested directors of the Board (or a committee thereof consisting of entirely disinterested directors), transfer, sell, encumber, assign, pledge or otherwise dispose of any shares of Common Stock held, directly or indirectly, by such Investor; *provided, however* , that upon prior notice to the Company confirming compliance herewith, such Investor may (i) transfer, assign or dispose all or any portion of its Common Stock to one or more Affiliates, which shall agree in writing to take such Common Stock subject to, and comply with, the terms of this Agreement or (ii) effect an in-kind distribution of such shares to such Investor's or its Affiliates' equity holders (including limited partners), *provided* that, in the case of an in-kind distribution, such Investor shall not be relieved of its obligations hereunder.

Section 4.7 Consents and Approvals . The Investors shall reasonably cooperate with the Company in connection with obtaining any consents or approvals required in connection with the Rights Offering or the Backstop Commitment, including promptly upon receiving from the Company a written consent of stockholders approving the issuance of the Backstop Acquired Shares, executing and delivering to the Company such written consent, provided such written consent shall be in form and substance reasonably satisfactory to the Investors.

Section 4.8 No Stabilization . In connection with the Rights Offering, the Investors will not take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Common Stock in violation of Regulation M under the Exchange Act.

ARTICLE V
CONDITIONS TO CLOSING

Section 5.1 Conditions to the Obligations of the Company and the Investors . The obligations of the Company and the Investors to effect the Closing shall be subject to the following conditions:

(a) receipt of all approvals and authorizations of, filings with, and notifications to, or expiration or termination of any applicable waiting period, under the HSR Act and competition or merger control laws of any jurisdictions required to consummate the transactions contemplated hereunder, if any;

(b) no provision of any applicable Law and no judgment, injunction, order or decree shall prohibit the consummation of any of the transactions contemplated at the Closing;

(c) the Registration Statement shall have been declared effective by the SEC and shall continue to be effective and no stop order shall have been entered by the SEC with respect thereto;

(d) the shares of Common Stock to be issued in the Rights Offering shall be approved for listing on the NYSE, subject to official notice of issuance; and

(e) the Rights Offering shall have been consummated in accordance with the terms and subject to the conditions set forth in Section 1.1(d) .

Section 5.2 Conditions to the Obligations of the Company . The obligations of the Company to effect the Closing shall be subject to the following conditions:

(a) The representations of the Investors in Section 1.1(b) shall be true and correct (A) in the case of the Registration Statement and any post-effective amendments thereto, at the respective times referred to in Section 1.1(c) , and in the case of the Prospectus, as of its date, and (B) as of the Closing Date, except that in the case of this clause (B) all references to any time period or date referred to in Section 1.1(b) shall be deemed to be references to the Closing Date. All other representations and warranties of the Investors contained in this Agreement (i) that are qualified by materiality, material adverse effect or words of similar import, shall be true and correct as of the date hereof and as of the Closing (except to the extent

that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date) and (ii) that are not qualified by materiality, material adverse effect or words of similar import, shall be true and correct in all material respects as of the date hereof and as of the Closing (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date).

(b) The Investors shall have performed all of their obligations hereunder required to be performed by them in all material respects, and complied with the covenants hereunder applicable to them in all material respects, at or prior to the Closing.

(c) Since the date of this Agreement, there shall not have been, and be continuing, any material adverse effect or any effect that would, individually or in the aggregate, reasonably be expected to materially and adversely affect the Investors' ability to perform their obligations under this Agreement or consummate the transactions contemplated hereby on a timely basis.

(d) The Company shall have received a certificate, signed by an officer of each Investor, certifying as to the matters set forth in Section 5.2(a) , (b) and (c) .

Section 5.3 Conditions to the Obligations of the Investors . The obligations of the Investors to effect the Closing shall be subject to the following conditions:

(a) The 10b-5 Representation shall be true and correct in all respects (A) in the case of the Registration Statement and any post-effective amendments thereto, at the respective times referred to in Section 1.1(c) , and in the case of the Prospectus, as of its date, and (B) as of the Closing Date, except that in the case of this clause (B) all references to any time period or date referred to in Section 1.1(c) shall be deemed to be references to the Closing Date. All other representations and warranties of the Company contained in this Agreement (other than those set forth in Section 2.7) (i) that are qualified by materiality, Material Adverse Effect or words of similar import, shall be true and correct as of the date hereof and as of the Closing (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date) and (ii) that are not qualified by materiality, Material Adverse Effect or words of similar import, shall be true and correct in all material respects as of the date hereof and as of the Closing (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date). The representations and warranties of the Company set forth in Section 2.7 shall be true and correct in all respects as of the date hereof and as of the Closing.

(b) The Company shall have performed all of its obligations hereunder required to be performed by it in all material respects, and complied with the covenants hereunder applicable to it in all material respects at or prior to the Closing.

(c) Since the date of this Agreement, there shall not have been, and be continuing, any Material Adverse Effect or any Effect that would, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

(d) The Investors shall have received a certificate, signed by an officer of the Company, certifying as to the matters set forth in Section 5.3(a) , (b) and (c) .

ARTICLE VI
TERMINATION

Section 6.1 Termination . This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of the Company and the Investors;

(b) by either the Company or the Investors, upon written notice to the other, in the event that the Closing does not occur on or before September 30, 2017 (the " Outside Date "); *provided, however* ; the right to terminate this Agreement pursuant to this Section 6.1(b) shall not be available to any party whose failure to fulfill any obligation or comply with any covenant under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(c) by either the Company or the Investors, upon written notice to the other party, in the event that any Governmental Entity shall have issued any order, decree or injunction or taken any other action restraining, enjoining or prohibiting any of the transactions contemplated by this Agreement, and such order, decree, injunction or other action shall have become final and nonappealable;

(d) by the Investors, if a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement shall have occurred that would, if occurring or continuing on the Closing Date, cause the conditions set forth in Section 5.3(a) , (b) or (c) not to be satisfied, and such breach is not cured, or is incapable of being cured, within ten (10) days (but no later than the Outside Date) of receipt of written notice by the Investors to the Company of such breach;

(e) by the Company, if a breach of any representation, warranty, covenant or agreement on the part of the Investors set forth in this Agreement shall have occurred that would, if occurring or continuing on the Closing Date, cause the conditions set forth in Section 5.2(a) , (b) or (c) not to be satisfied, and such breach is not cured, or is incapable of being cured, within ten (10) days (but no later than the Outside Date) of receipt of written notice by the Company to the Investors of such breach;

(f) by the Investors, upon written notice to the Company, if the Company shall have entered into a definitive agreement to effect a Superior Transaction; or

(g) by the Company, upon written notice to the Investors, if the Company shall have entered into a definitive agreement to effect a Superior Transaction.

Section 6.2 Effects of Termination . In the event of the termination of this Agreement as provided in Section 6.1 , this Agreement (other than Article VII which shall remain in full force and effect) shall forthwith become wholly void and of no further force and effect; *provided* that nothing herein shall relieve any party from liability for fraud or willful breach of this Agreement.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Interpretation; Certain Definitions .

(a) Interpretation . When a reference is made in this Agreement to "Preamble," "Articles," "Sections" or "Annexes," such reference shall be to a Preamble, Article or Section of, or Annex to, this Agreement unless otherwise indicated. The terms defined in the singular have a comparable meaning when used in the plural, and vice versa. The table of contents and headings contained in this Agreement are for reference purposes only and are not part of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed followed by the words "without limitation." No rule of construction against the draftsperson shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated parties advised by counsel. All references to "$" or "dollars" mean the lawful currency of the United States of America. Except as expressly stated in this Agreement, all references to any statute, rule or regulation are to the statute, rule or regulation as amended, modified, supplemented or replaced from time to time (and, in the case of statutes, include any rules and regulations promulgated under the statute) and to any section of any statute, rule or regulation include any successor to the section.

(b) Certain Definitions . As used in this Agreement, the terms have the following meanings:

" 10b-5 Representation " shall have the meaning set forth in Section 1.1(c) .

" Acquisition Transaction " means a (A) a merger, joint venture, partnership, consolidation, dissolution, liquidation, tender offer, recapitalization, reorganization, share exchange, business combination or similar transaction involving the Company or (B) any other direct or indirect acquisition involving 50% or more of the total voting power of the Company, or all or substantially all of the consolidated total assets (including equity securities of its Subsidiaries) of the Company.

" Affiliate " of any Person means any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person; *provided* , for purposes of this Agreement, the Company and its subsidiaries shall not be deemed to be Affiliates of the Investors.

" Aggregate Offered Shares " shall have the meaning set forth in Section 1.1(d) .

" Agreement " shall have the meaning set forth in the Preamble.

" Alternative Financing Transaction " means a transaction or series of related transactions pursuant to which a Person(s) provides to the Company debt or equity financing; *provided* that an Alternative Financing Transaction shall not include (i) a change of control transaction involving the Company or its stockholders, (ii) the liquidation, dissolution or reorganization of the Company, or (iii) an Acquisition Transaction.

" Backstop Acquired Shares " shall have the meaning set forth in Section 1.2(a) .

" Backstop Commitment " shall have the meaning set forth in Section 1.2(a) .

" Basic Subscription Right " shall have the meaning set forth in Section 1.1(d) .

Any Person shall be deemed to " Beneficially Own ", to have " Beneficial Ownership " of, or to be " Beneficially Owning " any securities (which securities shall also be deemed " Beneficially Owned " by such Person) that such Person is deemed to " beneficially own " within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the date of this Agreement.

" Board " means the board of directors of the Company.

" Business Day " means any day other than a Saturday, Sunday or one on which banks are authorized to close in New York, New York.

" Capital Stock " means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock or equity securities issued by the Company.

" Closing " shall have the meaning set forth in Section 1.2(b) .

" Closing Date " shall have the meaning set forth in Section 1.2(b) .

" Commitment Letter " means the letter agreement, dated May 18, 2017, from Sun Capital Partners V, L.P. to the Company.

" Common Stock " means the common stock, par value $0.01 per share, of the Company.

" Company " shall have the meaning set forth in the Preamble.

" Company Financial Statements " shall have the meaning set forth in Section 2.6(b) .

" Company SEC Documents " shall have the meaning set forth in Section 2.6(a) .

" Control " has the meaning specified in Rule 12b-2 under the Exchange Act.

" DGCL " means the General Corporation Law of the State of Delaware.

" Effect " shall have the meaning set forth in the definition of " Material Adverse Effect ."

" Exchange Act " shall have the meaning set forth in Section 2.6(a) .

" Excluded Issuance " means any issuances of Common Stock, or options to acquire Common Stock, pursuant to the Company's 2013 Employee Stock Purchase Plan or the Company's 2013 Omnibus Incentive Plan and approved by the Board or a duly authorized committee of the Board.

" GAAP " means generally accepted accounting principles.

" Governmental Entity " means any domestic or foreign governmental or regulatory authority, agency, commission, body, court or other legislative, executive or judicial governmental entity.

" HSR Act " shall have the meaning set forth in Section 4.3 .

" Indemnified Party " shall have the meaning set forth in Section 7.3(c) .

" Indemnifying Party " shall have the meaning set forth in Section 7.3(c) .

" Investors " shall have the meaning set forth in the Preamble.

" Law " means any federal, state, local or foreign law (including the Foreign Corrupt Practices Act of 1977, as amended, and the laws implemented by the Office of Foreign Assets Control, United States Department of Treasury), statute or ordinance, common law, or any rule, regulation, judgment, order, writ, injunction, decree, arbitration award, license or permit of any Governmental Entity.

" Material Adverse Effect " means any event, state of facts, circumstance, development, change, effect or occurrence (an " Effect ") that (i) is or could reasonably be expected to be materially adverse to the financial condition, business, properties, assets, liabilities or results of operations of the Company and its Subsidiaries taken as a whole, other than any Effect: (A) arising from changes or developments in the economy or financial markets generally, except to the extent such changes or developments have a materially disproportionate impact on the Company and its Subsidiaries, taken as a whole, relative to other participants in the industries in which the Company and its Subsidiaries conduct their businesses; (B) arising from general changes or developments in any industry in which the Company and its Subsidiaries operate, except to the extent such changes or developments have a materially disproportionate impact on the Company and its Subsidiaries, taken as a whole, relative to other participants in such industry; (C) arising from the announcement or pendency of the transactions contemplated by this Agreement; (D) arising from the taking of any action required by this Agreement; (E) arising from changes in any Law or GAAP or interpretation thereof; (F) arising from the failure by the Company to meet any public or other estimates, budgets or forecasts of revenues, earnings or other financial performance or results of operations (it being understood that the facts and circumstances giving rise to such failure may be deemed to constitute, and may be taken into account in determining whether there has been, a Material Adverse Effect); or (G) declines in the price or trading volume of shares of any capital stock of the Company or any change, or proposed change in the debt ratings of the Company or any of its Subsidiaries or any debt securities of the Company or any of its Subsidiaries (it being understood that the facts and circumstances giving rise to such declines or changes may be deemed to constitute, and may be taken into account in determining whether there has been, a Material Adverse Effect); or (ii) is materially adverse to the ability of the Company to consummate the transactions contemplated by this Agreement.

" NYSE " shall have the meaning set forth in Section 2.5(b) .

" Over-Subscription Right " shall have the meaning set forth in Section 1.1(d) .

" Person " means any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity or other entity of any kind or nature.

" Pre-Closing Period " shall have the meaning set forth in Section 4.1 .

" Previously Disclosed " means (i) information set forth in or incorporated in the Company's Annual Report on Form 10-K for the fiscal year ended January 28, 2017 or its other reports and forms filed with the SEC under Sections 13, 14 or 15 of the Exchange Act after January 28, 2017 (except for risks and forward looking information set forth or incorporated in the section "Risk Factors" in the Form 10-K or in any forward looking statement disclaimers or similar statements that are similarly non-specific and are predictive or forward looking in nature) and (ii) the information set forth in the Schedules corresponding to the provision of this Agreement to which such information relates (provided that any disclosure with respect to a particular paragraph or section of this Agreement or the Schedules shall be deemed to be disclosed for other paragraphs and sections of the Agreement and the Schedules if, and then only to the extent that, the relevance of such disclosure to such other paragraphs or sections is reasonably apparent on its face).

" Pro Rata Portion " means, with respect to each Investor, a percentage equal to (i) the total number of shares of Common Stock held by such Investor as of immediately prior to the Closing, divided by (ii) the total number of shares of Common Stock held by the Investors as of immediately prior to the Closing.

" Prospectus " shall have the meaning set forth in Section 1.1(c) .

" Record Date " means the date as of which each holder of Common Stock shall be offered one Right for each share of Common Stock held as of such date, which date shall be selected by the Board (or a committee thereof) in accordance with the DGCL and the requirements of the NYSE.

" Registration Effective Date " shall have the meaning set forth in Section 1.1(d) .

" Registration Agreement " means that certain Registration Agreement, dated as of February 20, 2008, among the Company (f/k/a Apparel Holding Corp.), the Investors and the other investors party thereto.

" Registration Statement " shall have the meaning set forth in Section 1.1(a) .

" Representatives " means, with respect to a Person, such Person's directors, officers, investment bankers, attorneys, accountants and other advisors or representatives.

" Revolving Credit Facility " means the revolving credit facility pursuant to that certain Credit Agreement, dated as of November 27, 2013, by and among Vince, LLC, the guarantors party thereto, Bank of America, N.A., as agent, the other lenders party thereto and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as sole lead arranger and sole book runner, as amended, supplemented or otherwise modified from time to time.

" Right " means one non-transferable right to subscribe for a specified amount of shares of Common Stock at the Rights Subscription Price.

" Rights Offering " shall have the meaning set forth in Section 1.1(d) .

" Rights Subscription Price " means a price per share of Common Stock equal to $0.45.

" SEC " means the Securities and Exchange Commission.

" Securities Act " shall have the meaning set forth in Section 7.4 .

" Stock Plan " means the Vince Holding Corp. 2013 Incentive Plan.

" Subscription Notice " shall have the meaning set forth in Section 1.2(a) .

" Subscription Period " shall have the meaning set forth in Section 1.1(d) .

" Subsidiary " means any Person (whether or not incorporated) that the Company directly or indirectly owns or in respect of which the Company has the power to vote or control 50% or more of any class or series of capital shares or other equity interests of such Person.

" Superior Transaction " means a bona fide written Alternative Financing Transaction or Acquisition Transaction that the Board (or a committee thereof consisting only of disinterested directors) has determined in good faith, after receiving the advice of its financial advisors and outside legal counsel and in the exercise of its fiduciary duties, is in the best interests of the Company's stockholders, including, in the case of an Alternative Financing Transaction, a determination that such Alternative Financing Transaction would (i) provide the Company with liquidity in an amount in excess of that expected to result from the Rights Offering and Backstop Commitment or (ii) result in more favorable economic terms (including in the case of an Alternative Financing Transaction that is an equity investment, the price per share to be paid for the Capital Stock of the Company) for the Company than the Rights Offering and Backstop Commitment. Without limiting the generality of the foregoing, in evaluating whether an Alternative Financing Transaction or Acquisition Transaction is in the best interests of the Company's stockholders, the Board (or a committee thereof consisting only of disinterested directors) shall take into consideration, among other things, regulatory or other approvals that would be required for such transaction, the Company's leverage (both prior to and following such transaction) and the Company's ability to comply with existing covenants under the Term Loan Facility and Revolving Credit Facility and meet its obligations thereunder and under the Tax Receivable Agreement.

" Tax Receivable Agreement " means that certain Tax Receivable Agreement, dated as of November 27, 2013, by and among the Company, the former stockholders of the Company named therein and Sun Cardinal, as the representative thereunder, as amended from time to time.

" Term Loan Amendment " means the Waiver, Consent and First Amendment to the Credit Agreement and the Term Loan Facility thereunder, dated as of June 30, 2017, by and among Vince, LLC, Vince Intermediate Holding, LLC, the Guarantors party to the Credit Agreement, Bank of America, N.A., as administrative agent, and each lender party thereto.

" Term Loan Facility " means the senior secured term loan facility, pursuant to that certain Credit Agreement, dated as of November 27, 2013, by and among Vince, LLC, Vince Intermediate Holding, LLC, Bank of America, N.A., as administrative agent, J.P. Morgan Securities LLC, as syndication agent, Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities LLC, as joint lead arrangers and joint bookrunners, and Cantor Fitzgerald Securities, as documentation agent, as amended by the Term Loan Amendment, and as further amended, supplemented or otherwise modified from time to time.

Section 7.2 Survival . Each of the representations and warranties in this Agreement (or any certificate delivered pursuant hereto) shall survive the execution and delivery of this Agreement and the Closing for a period of eighteen (18) months following the Closing Date; *provided* that the representations and warranties set forth in Section 1.1(b) , Section 2.1 , Section 2.2 , Section 2.3 , and Section 2.4 and the 10b-5 Representation, and corresponding representations and warranties in the officer's certificate to be delivered pursuant to Section 5.2(d) and Section 5.3(d) , shall survive the execution and delivery of this Agreement and the Closing indefinitely (or, in each case, until final resolution of any claim or actions arising from the breach of any such representation and warranty, if written notice of such breach was provided prior to the end of such survival period).

Section 7.3 Indemnification .

(a) Notwithstanding anything in this Agreement to the contrary, from and after the date hereof the Company agrees to indemnify and hold harmless each Investor and its Affiliates and each of their respective officers, directors, partners, employees, agents and Representatives, to the fullest extent lawful, from and against any and all actions, suits, claims, proceedings, costs, losses, liabilities, damages, expenses (including reasonable and documented fees of counsel), amounts paid in settlement and other costs (collectively, " Losses ") arising out of or relating to (1) the Rights Offering, the Registration Statement or the Prospectus, or (2) claims, suits or proceedings challenging the authorization, execution, delivery, performance or termination of the Rights Offering, this Agreement and/or any of the transactions contemplated hereby; *provided* , *however* , that the foregoing indemnification shall not apply to Losses to the extent such Losses arise out of or relate to (i) any breach by any Indemnified Party of this Agreement, or (ii) statements or omissions in the Registration Statement or Prospectus or any amendment or supplement thereto made in reliance on or in conformity with written information relating to such Investor furnished to the Company by or on behalf of such Investor expressly for use therein.

(b) Notwithstanding anything in this Agreement to the contrary, from and after the date hereof, each Investor agrees to indemnify and hold harmless the Company and its Affiliates and each of their respective officers, directors, partners, employees, agents and Representatives, to the fullest extent lawful, from and against any and all Losses arising out of or relating to statements or omissions in the Registration Statement or Prospectus or any amendment or supplement thereto made in reliance on or in conformity with written information relating to such Investor furnished to the Company by or on behalf of such Investor expressly for use therein.

(c) A party seeking to be indemnified under this Section 7.3 (an " Indemnified Party ") shall give written notice to the other party (the " Indemnifying Party ") of any claim with respect to which it seeks indemnification promptly after the discovery by such Indemnified Party of any matters giving rise to a claim for indemnification pursuant to Section 7.3(a) or (b) ; *provided* that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 7.3 unless, and then only to the extent that, the Indemnifying Party shall have been actually prejudiced by the failure of such Indemnified Party to so notify the Indemnifying Party. Such notice shall describe in reasonable detail such claim to the extent of the information available with respect thereto. In case any such action, suit, claim or proceeding is brought against an Indemnified Party, the Indemnified Party shall be entitled to hire, at its own expense, separate counsel and participate in the defense thereof; *provided* , *however* , that the Indemnifying Party shall be entitled to assume and conduct the defense, unless the Indemnifying Party determines otherwise and following such determination the Indemnified Party assumes responsibility for conducting the defense (in which case the Indemnifying Party shall be liable for any reasonable and documented legal fees and expenses of one law firm retained by the Indemnified Party and other reasonable and documented out of pocket expenses reasonably incurred by the Indemnified Party in connection with assuming and conducting the defense) and *provided, further* , that if the Indemnifying Party is conducting the defense the Indemnifying Party shall be liable for any reasonable and documented legal fees and expenses of one law firm retained by the Indemnified Party and other reasonable and documented out of pocket expenses reasonably incurred by the Indemnified Party in connection with such claim if the Indemnified Party reasonably shall have concluded (upon advice of its counsel) that there are one or more legal defenses available to the Indemnified Party that are not available to the Indemnifying Party or the Indemnified Party shall have concluded (upon advice of its counsel) that, with respect to such claim, the Indemnified Party and the Indemnifying Party have different, conflicting or adverse legal positions or interests. If the Indemnifying Party assumes the defense of any claim, all Indemnified Parties shall thereafter deliver to the Indemnifying Party copies of all notices and documents (including court papers) received by the Indemnified Party relating to the claim, and any Indemnified Party shall reasonably cooperate in the defense or prosecution of such claim. Such cooperation shall include the retention and (upon the Indemnifying Party's request) the provision to the Indemnifying Party of records and information that are reasonably relevant to such claim and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnifying Party shall not be liable for any settlement of any action, suit, claim or proceeding effected without its written consent. The Indemnifying Party further agrees that it will not, without the Indemnified Party's prior written consent, settle or compromise any claim or consent to entry of any judgment in respect thereof in any pending or threatened action, suit, claim or proceeding in respect of which indemnification

has been sought hereunder unless such settlement or compromise (i) involves solely a monetary remedy payable by the Indemnifying Party and (ii) includes an unconditional release of such Indemnified Party from all liability arising out of such action, suit, claim or proceeding.

(d) The obligations of the parties under this Section 7.3 shall survive the Closing or termination of this Agreement and the transfer or other disposition of the Backstop Acquired Shares. The agreements contained in this Section 7.3 shall be in addition to any other rights of the Indemnified Party against the Indemnifying Party or others, under this Agreement at law or in equity.

Section 7.4 Legends . Each Investor agrees with the Company that each share of Common Stock purchased by such Investor pursuant to the Backstop Commitment shall contain a legend substantially to the following effect, unless the Company determines otherwise in accordance with applicable Law:

THESE SHARES ARE HELD BY AN ‘‘AFFILIATE’’ OF VINCE HOLDING CORP., AS DEFINED BY RULE 144 UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ SECURITIES ACT ”).

THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND ACCORDINGLY, THE COMPANY WILL NOT PERMIT THE SHARES REPRESENTED BY THIS CERTIFICATE TO BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF TO A PROSPECTIVE TRANSFEREE UNLESS SUCH TRANSFER IS ACCOMPANIED BY AN OPINION OF COUNSEL TO THE EFFECT THAT SUCH TRANSACTION IS IN COMPLIANCE WITH THE SECURITIES ACT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR SUCH TRANSFER IS CONDUCTED PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT.

Section 7.5 Notices . All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered personally or by facsimile or electronic mail, upon confirmation of receipt, (b) on the first Business Day following the date of dispatch if delivered by a recognized next-day courier services, or (c) on the third Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid, to the parties to this Agreement at the following address or to such other address either party to this Agreement shall specify by written notice to the other party:

If to the Company:

Vince Holding Corp.
500 5th Avenue, 20th Floor
New York, New York 10110
Attention: Akiko Okuma, General Counsel & Secretary

Facsimile: (855) 640-3896
Email: aokuma@vince.com

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

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Robert B. Schumer
Ross A. Fieldston
John C. Kennedy
Facsimile:
Email: rschumer@paulweiss.com
rfieldston@paulweiss.com
jkennedy@paulweiss.com

If to the Investors:

Sun Cardinal, LLC
SCSF Cardinal, LLC
c/o Sun Capital Partners, Inc.
5200 Town Center Circle,
Suite 600
Boca Raton, Florida 33486
Attention: C. Deryl Couch and Jonathan Borell
Facsimile: (561) 394-0540
Email: dcouch@suncappart.com
jborell@suncappart.com

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

Kirkland & Ellis LLP
300 N. LaSalle
Chicago, Illinois 60654
Attention: Douglas C. Gessner, P.C.
Gerald T. Nowak, P.C.
Bradley Reed
Facsimile: (312) 862-2200
Email: douglas.gessner@kirkland.com
gerald.nowak@kirkland.com
bradley.reed@kirkland.com

Section 7.6 Further Assurances . Each party hereto shall do and perform or cause to be done and performed all further acts and shall execute and deliver all other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 7.7 Amendments and Waiver s . Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is duly executed and delivered by the Company and the Investors. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

Section 7.8 Fees and Expenses .

(a) Expenses .

(i) Regardless of whether the Closing is consummated, the Company shall reimburse the Investors for all reasonable out-of-pocket fees and expenses (including attorneys' fees and expenses) incurred by the Investors in connection with this Agreement and the transactions contemplated hereby; provided, however, that such fees and expenses shall not be reimbursed by the Company in the event that this Agreement is terminated by the Company pursuant to Section 6.1(e) .

(ii) Payment of the Investors' fees and expenses by the Company pursuant to this Section 7.8 shall be made at the Closing or, if this Agreement is terminated other than by the Company pursuant to Section 6.1(e) , no later than three (3) Business Days after delivery by the Investors to the Company of written notice of (1) demand for payment after the termination of this Agreement, and (2) reasonably detailed documentation of such fees and expenses.

(b) Any amount that becomes payable by the Company pursuant to this Section 7.8 shall be paid by wire transfer of immediately available funds to account(s) designated in writing by the Investors.

Section 7.9 Successors and Assigns . The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall not be assignable by operation of law or otherwise, provided that, each Investor shall be permitted to assign this Agreement (including any or all of the Investor's rights or obligations hereunder) to any of its Affiliates, provided further that no such assignment shall relieve such Investor of its obligations hereunder. Without limiting the foregoing, none of the rights of the Investors hereunder shall be assigned to, or enforceable by, any Person to whom an Investor may transfer capital stock of the Company (other than a transfer to the Investor's Affiliates to the extent permitted in accordance with the terms of this Agreement).

Section 7.10 Governing Law . This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to the conflicts of laws provisions thereof.

Section 7.11 Jurisdiction . Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought and determined exclusively in the Delaware Court of Chancery of the State of Delaware; *provided* , that if the Delaware Court of Chancery does not have jurisdiction, any such suit, action or proceeding shall be brought exclusively in the United States District Court for the District of Delaware or any other court in the State of Delaware, and each of the parties hereto hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party hereto anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party hereto agrees that service of process on such party may be made by complying with the provisions of Section 7.5 , and such compliance shall be deemed effective service of process on such party.

Section 7.12 Waiver Of Jury Trial . EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (I) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (II) THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 7.13 Entire Agreement . This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements (including the Commitment Letter) and understandings, both oral and written, between the parties and/or their affiliates with respect to the subject matter of this Agreement.

Section 7.14 Effect of Headings and Table of Contents . The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 7.15 Severability . If one or more provisions of this Agreement are held to be unenforceable under applicable Law, such provision shall be deemed to be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforced in accordance with its terms to the maximum extent permitted by Law.

Section 7.16 Counterparts; No Third Party Beneficiaries . This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. No provision of this Agreement shall confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 7.17 Specific Performance . The transactions contemplated by this Agreement are unique. Accordingly, each of the Company and each Investor acknowledges and agrees that, in addition to all other remedies to which it may be entitled, each of the parties hereto is entitled to seek a decree of specific performance, provided that the party seeking specific performance is not in material default hereunder. The Company and the Investors agree that, if for any reason a party shall have failed to perform its obligations under this Agreement, then the party seeking to enforce this Agreement against such nonperforming party shall be entitled to specific performance and injunctive and other equitable relief, and the parties further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. This provision is without prejudice to any other rights that any party may have against another party for any failure to perform its obligations under this Agreement, including the right to seek damages for a breach of any provision of this Agreement, and all rights, powers and remedies available (at law or in equity) to a party in respect hereof by the other party shall be cumulative and not alternative or exclusive, and the exercise or beginning of the exercise of any thereof by a party shall not preclude the simultaneous or later exercise of any other rights, powers or remedies by such party.

[Remainder of page intentionally left blank]

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

VINCE HOLDING CORP.

By: /s/ David Stefko
Name: David Stefko
Title: Chief Financial Officer

SUN CARDINAL, LLC

By: /s/ Michael McConvery
Name: Michael McConvery
Title: Vice President & Assistant Secretary

SCSF CARDINAL, LLC

By: /s/ Michael McConvery
Name: Michael McConvery
Title: Vice President & Assistant Secretary

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Amendment No. 2 to Form S-1 of our report dated April 28, 2017 relating to the financial statements and financial statement schedule, which appear in Vince Holding Corp.'s Annual Report on Form 10-K for the year ended January 28, 2017. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
New York, New York
August 10, 2017