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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 19, 2017 (May 17, 2017)

Vince Holding Corp.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36212

(Commission File Number)

75-3264870
(IRS Employer
Identification No.)

500 5 th Avenue – 20 th Floor
New York, New York 10110
(Address of Principal Executive Offices)

10110
(Zip Code)

Registrant's Telephone Number, Including Area Code: (212) 515-2600

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

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 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On May 18, 2017, Vince Holding Corp. (the “Company”) received a Rights Offering Commitment Letter from Sun Capital Partners V, L.P. (“Sun Fund V”) that provides the Company with an amount equal to \$30.0 million of cash proceeds (the “Contribution Obligation”) in the event that the Company conducts a rights offering of its common stock to its stockholders (a “Rights Offering”). Such Contribution Obligation will be reduced by any proceeds received from the Rights Offering. The Company is required, simultaneously with the funding of the Contribution Obligation by Sun Fund V, or one or more of its affiliates, to issue to Sun Fund V or one or more of its affiliates the applicable number of shares of the Company’s common stock at the price per share at which participants in the Rights Offering are entitled to purchase shares of common stock, which price will be mutually agreed between the Company and Sun Fund V and approved by the members of the Company’s board of directors that are not employed by or affiliated with the Company or Sun Fund V. The funding of the Contribution Obligation, and the issuance of the shares of common stock by the Company, will be made pursuant to an investment agreement in substantially the same form as the investment agreement, dated March 15, 2016, by and among Sun Cardinal, LLC, SCSF Cardinal, LLC and the Company, with any modifications thereto as may be mutually agreed between Sun Fund V and the Company. There will be no commitment fee due to Sun Fund V from the Company in connection with the Contribution Obligation. Sun Fund V’s obligations under the Rights Offering Commitment Letter are subject to (i) the Company entering into an amendment to its existing senior secured term loan facility that is acceptable to Sun Fund V in its sole discretion, (ii) no default or event of default having occurred under the Company’s senior secured term loan facility or revolving credit facility, unless promptly cured or reasonably expected to be promptly cured by the Company and (iii) no circumstance existing that has had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Company and its subsidiaries taken as a whole. Sun Fund V’s obligations under the Rights Offering Commitment Letter terminate upon the earliest to occur of (A) the consummation of the Rights Offering whereby the Company receives proceeds equal to or exceeding \$30.0 million, (B) 11:59 p.m. New York City time on June 30, 2017 if the Rights Offering has not commenced by such time (which date to be extended by 45 days in the event the Company’s registration statement relating to the Rights Offering is reviewed by the Securities and Exchange commission (the “SEC”)), (C) 11:59 p.m. New York City time on August 1, 2017 (which date to be extended by 45 days in the event the Company’s registration statement relating to the Rights Offering is reviewed by the SEC), and (D) the date Sun Fund V, or its affiliates, fund the Contribution Obligation.

The foregoing is only a summary of the material terms of the Rights Offering Commitment Letter and does not purport to be complete, and is qualified in its entirety by reference to the Rights Offering Commitment Letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated by reference herein.

As of May 19, 2017, affiliates of Sun Fund V collectively beneficially owned approximately 58% of the Company’s outstanding common stock.

On May 19, 2017, the Company issued a press release relating to the receipt of the Rights Offering Commitment Letter. The press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On May 17, 2017, the Company received a written notice (the “Notice”) from the New York Stock Exchange (“NYSE”) that the Company did not presently satisfy NYSE’s continued listing standards under (i) Section 802.01C of NYSE Listed Company Manual (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 million and, the Company’s stockholders’ equity to be at least \$50 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.

On or prior to June 1, 2017, the Company must submit a letter to NYSE (the "Response Letter"), confirming the receipt of the Notice and its intent to cure the deficiencies. The Company expects to notify NYSE that it intends to cure the deficiencies set forth in the Notice.

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. The Company may also pursue corporate actions such as a reverse stock split, which would require the approval of a majority of the Company's stockholders. In such case, the Company must include in the Response Letter its intent to effect a reverse stock split, obtain the approval of stockholders prior to its next stockholders' meeting after the submission of the Response Letter and implement the reverse stock split promptly thereafter. The Company would be deemed cured if its stock price exceeds \$1.00 per share, and the price remains above that level for at least the following 30 trading days. Notwithstanding the foregoing, NYSE can take accelerated delisting action in the event the Company's common stock trades at levels viewed by NYSE to be "abnormally low."

In addition, on or prior to July 1, 2017, the Company must send to NYSE a business plan that demonstrates compliance with the requirement to maintain a 30-trading day average market capitalization of at least \$50 million or \$50 million of stockholders' equity within 18 months of receipt of the Notice. NYSE will review the business plan within 45 days of its submission and determine whether the Company has made reasonable demonstration of its ability to come into conformity with the relevant standards within such 18-month period. NYSE will either accept the plan, at which time the Company will be subject to ongoing quarterly monitoring for compliance with the business plan, or NYSE will reject the business plan, at which time the Company will be subject to suspension and delisting proceedings. The Company expects to submit such a business plan to NYSE.

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 applicable 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 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 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.

Item 7.01. Regulation FD Disclosure.

On May 19, 2017, the Company issued a press release announcing the receipt of the Notice. The press release is furnished as Exhibit 99.2 hereto.

The information, including Exhibit 99.2 hereto, the Company furnished under Item 7.01 of this report is not deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. Registration statements or other documents filed with the Securities and Exchange Commission shall not incorporate this information by reference, except as otherwise expressly stated in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
10.1	Rights Offering Commitment Letter, dated as of May 18, 2017, delivered by Sun Fund V and accepted by the Company
99.1	Press release of the Company dated May 19, 2017 relating to the Rights Offering Commitment Letter
99.2	Press release of the Company dated May 19, 2017 relating to the receipt of the Notice

SIGNATURES

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

VINCE HOLDING CORP.

Date: May 19, 2017

By: /s/ David Stefko

David Stefko
Executive Vice President, Chief Financial Officer

EXHIBIT INDEX

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SUN CAPITAL PARTNERS V, L.P.
5200 Town Center Circle
Suite 600
Boca Raton, FL 33486

May 18, 2017

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

Ladies and Gentlemen:

Sun Capital Partners V, L.P. ("Sun") understands that Vince Holding Corp (the "Company") may commence a rights offering (the "Rights Offering"), pursuant to which the holders of common stock, par value \$0.01 per share (the "Common Stock"), of the Company will be granted rights to purchase new shares of Common Stock (the "New Common Stock").

Sun agrees that it shall contribute or otherwise fund (or cause to be contributed or otherwise funded) to the Company, at the closing of the Rights Offering, in accordance with the terms and subject to the conditions set forth in this letter agreement, and directly or indirectly through one or more Sun Affiliates (including without limitation Sun Cardinal, LLC) or other sources of funds, an amount in cash in immediately available funds equal to (i) \$30,000,000 minus (ii) the aggregate proceeds to the Company from the Rights Offering (the "Contribution Obligation"). The Company will, simultaneously with the funding of the Contribution Obligation by Sun or one or more Sun Affiliates, issue to Sun or one or more Sun Affiliates, as designated in writing by Sun, the applicable number of shares of Common Stock at the Purchase Price. The funding of the Contribution Obligation by Sun, and the issuance of the shares of Common Stock by the Company, will be made pursuant to an investment agreement (the "Investment Agreement") in substantially the same form as that certain Investment Agreement, dated as of March 15, 2016, by and among the Company, Sun Cardinal, LLC and SCSF Cardinal, LLC, with such changes or modifications thereto as may be mutually agreed between Sun and the Company, provided that the Company shall not owe a commitment fee hereunder or under the Investment Agreement. This letter agreement relates to the obligation of Sun to provide financing to the Company as set forth above and is not a guaranty of collection or the performance of any other obligations of the Company, Sun or any other Person. Sun's obligations under this letter agreement, including the obligation of Sun to fund the Contribution Obligation, are subject to (i) the Company (or its applicable subsidiaries) entering into an amendment to its existing senior secured term loan facility, which amendment is acceptable to Sun in its sole discretion, (ii) no default or event of default having occurred under the senior secured term loan facility or revolving credit facility of the Company or its subsidiaries, unless promptly cured or reasonably expected to be promptly cured by the Company or its subsidiaries, and (iii) no change, event, occurrence, circumstance or development having occurred that has had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect upon the business, assets, liabilities, financial condition or operating results of the Company and its subsidiaries taken as a whole.

Notwithstanding anything contained herein to the contrary, (i) under no circumstances shall Sun be liable or obligated for any amount in excess of the Contribution Obligation or any obligation or liability of the Company or its subsidiaries in connection with this letter agreement, (ii) under no circumstances shall any prior, current or future partners, members, stockholders, directors, officers, managers, employees or agents ("Related Parties") of either Sun or any of Sun Affiliates be

liable or obligated for any amount pursuant to this letter agreement or have any liability or obligation to any Person in connection with this letter agreement, and (iii) effective upon the earliest to occur of (A) the consummation of the Rights Offering pursuant to which the Company receives proceeds equal to or exceeding \$30,000,000, (B) 11:59 p.m. New York City time on June 30, 2017 if the Rights Offering has not commenced by such time (provided such date shall be extended by 45 days in the event the registration statement with respect to the Rights Offering is reviewed by the Securities and Exchange Commission ("SEC")), (C) 11:59 p.m. New York City time on August 1, 2017 (provided such date shall be extended by 45 days in the event the registration statement with respect to the Rights Offering is reviewed by the SEC), and (D) the date Sun or Sun Affiliates contribute or otherwise fund (or cause to be contributed or otherwise funded) to the Company an aggregate amount equal to the Contribution Obligation, all obligations of Sun under this letter agreement shall terminate automatically and none of Sun, Sun Affiliates, or any of their respective Related Parties shall have any liability or obligation to any Person in connection with this letter agreement, whether based upon contract, tort or any other claim or legal theory. In the event the registration statement with respect to the Rights Offering is reviewed by the SEC, the Company shall respond to and resolve any comments from the SEC as promptly as practicable. The Rights Offering will be deemed to commence on the date that the rights to purchase New Common Stock are distributed to the Company's stockholders.

In addition to the foregoing, in the event that the Company or any of its Affiliates (i) asserts in any litigation or other proceeding that any of the limitations on Sun's liability herein are illegal, invalid or unenforceable in whole or in part, (ii) asserts any theory of liability against Sun, Sun Affiliates, or any of their respective Related Parties with respect to the transactions contemplated hereunder, other than Sun's Contribution Obligation under the express provisions of this letter agreement, and under the limited circumstances specified in this letter agreement, (iii) seeks as a remedy anything other than specifically enforcing the terms of this letter agreement to require Sun to fulfill the Contribution Obligation pursuant to this letter agreement or (iv) requires Sun to contribute or otherwise fund any amounts in excess of the Contribution Obligation, then (A) Sun's obligations under this letter agreement shall terminate *ab initio* and be null and void, (B) if Sun or Sun Affiliates have previously made any payments under this letter agreement, Sun or such Sun Affiliates shall be entitled to recover such payments and (C) none of Sun, Sun Affiliates or any of their respective Related Parties shall have any liability or obligation to any Person in connection with this letter agreement, whether based upon contract, tort or any other claim or legal theory. The foregoing sentence shall survive any termination of this letter agreement.

Sun represents and warrants that it is a Cayman Islands exempted limited partnership with, as of the date hereof, available capital in excess of the Contribution Obligation, and that it will continue to maintain available capital in excess of the Contribution Obligation from the date hereof through the earlier to occur of the funding of the Contribution Obligation or the termination of this letter agreement. Except for the representation and warranty of Sun in the immediately preceding sentence and the covenants and agreements of Sun set forth herein, none of Sun, Sun Affiliates or any of their respective Related Parties (other than the Company) makes, or has made, any representations, warranties, covenants or agreements relating to this letter agreement or in connection with the transactions contemplated by the Agreement, and the Company is not relying on any representations, warranties, covenants or agreements.

In no event will Sun's aggregate liability pursuant to this letter agreement exceed the Contribution Obligation, whether based upon contract, tort or any other claim or legal theory.

This letter agreement is solely for the benefit of the Company and is not intended to confer any benefits on, or create any rights in favor of, any other Person. Nothing set forth herein contains or gives, or shall be construed to contain or to give, any Person other than the Company and Sun any remedies under or by reason of, or any rights to enforce or cause the Company to enforce, the commitments set forth herein, whether based upon contract, tort or any other claim or legal theory.

Notwithstanding anything to the contrary contained herein, the Company, in accepting the commitment under this letter agreement, agrees and acknowledges (i) the liability and obligations of Sun hereunder shall not exceed the Contribution Obligation, and (ii) no Sun Affiliates or any of their respective Related Parties shall have any obligation or liability to any Person relating to, arising out of or in connection with this letter agreement or the Agreement, whether based upon contract, tort or any other claim or legal theory. Sun's obligation, if any, to contribute or otherwise fund (or cause to be contributed or otherwise funded) to the Company an amount determined pursuant to the second paragraph hereof, up to, but in no case exceeding, the Contribution Obligation shall be the sole and exclusive remedy of the Company and all of its Affiliates against Sun, Sun Affiliates, and their respective Related Parties in respect of this letter agreement, and the Company, on behalf of itself and its respective Affiliates, hereby waives all other rights and remedies that it may have against Sun, Sun Affiliates, and its and their respective Related Parties, whether sounding in contract or tort, or whether at law or in equity, or otherwise, relating to this letter agreement. The Company may not assign its rights or obligations under this letter agreement.

When used in this letter agreement, the following terms have the meanings set forth below:

" Affiliate " of any particular Person, including without limitation Sun, means any other Person controlling, controlled by, or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract, or otherwise.

" Person " means and includes an individual, a partnership, a joint venture, a limited liability company, a corporation or trust, an unincorporated organization, a group, or a government or other department or agency thereof, or any other entity.

" Purchase Price " means the price per share at which participants in the Rights Offering are entitled to purchase shares of New Common Stock, which price shall be mutually agreed between the Company and Sun and approved by the disinterested members of the Company's board of directors.

" Sun Affiliate " means any other Person controlling, controlled by, or under common control with Sun, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract, or otherwise.

All issues and questions concerning the construction, validity, interpretation and enforceability of this letter agreement, and all claims and disputes arising hereunder or in connection herewith or therewith, whether purporting to be sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The parties hereto hereby agree and consent to be subject to the exclusive

jurisdiction of the Chancery Court of the State of Delaware or, to the extent such court declines jurisdiction, first to any federal court, or second, to any state court, each located in Wilmington, Delaware, and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such suit, action or other proceeding. In furtherance of the foregoing, each of the parties hereto (i) waives the defense of inconvenient forum, (ii) agrees not to commence any suit, action or other proceeding arising out of this letter agreement other than in any such court and (iii) agrees that a final judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by law. Service of process with respect thereto may be made upon any party hereto by mailing a copy thereof by registered or certified mail, postage prepaid, to such party at its address set forth above; provided that service of process may be accomplished in any other manner permitted by applicable law.

This letter agreement reflects the entire understanding of the parties with respect to the subject matter hereof and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. This letter agreement may not be amended or otherwise modified without the prior written consent of Sun and the Company.

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 LETTER 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE IN THIS LETTER AGREEMENT, THE LIABILITY OF SUN UNDER THIS LETTER AGREEMENT SHALL BE LIMITED TO DAMAGES ACTUALLY INCURRED, AND SUN SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES, INCLUDING LOST PROFITS AND REVENUE. THE COMPANY AGREES THAT IT WILL NOT SEEK PUNITIVE DAMAGES AS TO ANY MATTER UNDER, RELATING TO OR ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS LETTER AGREEMENT.

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Sincerely,

SUN CAPITAL PARTNERS V, L.P.

By: Sun Capital Advisors V, L.P.
Its: General Partner

By: Sun Capital Partners V, Ltd.
Its: General Partner

By: /s/ Rodger R. Krouse
Name: Rodger R. Krouse
Title: Co-CEO

Agreed and accepted:

VINCE HOLDING CORP.

By: /s/ Brendan Hoffman
Name: Brendan Hoffman
Title: Chief Executive Officer

Signature Page to Commitment Letter

VINCE.

FOR IMMEDIATE RELEASE

Vince Holding Corp. Announces Receipt of \$30.0 Million Rights Offering Commitment Letter

NEW YORK, New York – May 19, 2017 – Vince Holding Corp. (NYSE: VNCE), a leading global luxury apparel and accessories brand (“Vince” or the “Company”), today announced that on May 18, 2017, the Company received a Rights Offering Commitment Letter from Sun Capital Partners V, L.P. (“Sun Fund V”) that provides the Company with an amount equal to \$30.0 million of cash proceeds (the “Contribution Obligation”) in the event that the Company conducts a rights offering of its common stock to its stockholders (a “Rights Offering”), subject to certain terms and conditions.

Brendan Hoffman, Chief Executive Officer, commented, “We are pleased to have received this Rights Offering Commitment Letter from Sun Fund V, and appreciate their continued support. The proceeds from a potential offering would enhance our capital structure and provide additional cash for operations, enabling us to continue executing our strategic plan.”

Terms of Rights Offering Commitment Letter

Sun Fund V will receive terms and conditions substantially in the same form as the investment agreement, dated March 15, 2016, by and among Sun Cardinal, LLC, SCSF Cardinal, LLC and the Company, with any modifications thereto as may be mutually agreed between Sun Fund V and the Company, for providing the Contribution Obligation. There will be no fee paid to Sun Fund V by the Company relating to the Contribution Obligation. Sun Fund V’s obligations are subject to certain terms and conditions, as detailed fully in the Rights Offering Commitment Letter dated May 18, 2017, including but not limited to the Company entering into an amendment to its existing senior secured term loan facility that is acceptable to Sun Fund V in its sole discretion, and no default or event of default having occurred under the Company’s senior secured term loan facility or revolving credit facility, unless promptly cured or reasonably expected to be promptly cured by the Company.

Sun Fund V’s obligations terminate upon the earliest to occur of (A) the consummation of the Rights Offering whereby the Company receives proceeds equal to or exceeding \$30.0 million, (B) 11:59 p.m. New York City time on June 30, 2017 if the Rights Offering has not commenced by such time (which date to be extended by 45 days in the event the Company’s registration statement relating to the Rights Offering is reviewed by the Securities and Exchange commission (“SEC”)), (C) 11:59 p.m. New York City time on August 1, 2017 (which date to be extended by 45 days in the event the Company’s registration statement relating to the Rights Offering is reviewed by the SEC), and (D) the date Sun Fund V, or its affiliates, fund the Contribution Obligation.

The Company will provide further details if and when the Rights Offering commences.

For additional information, including a copy of the Rights Offering Commitment Letter, please refer to the Company’s Current Report on Form 8-K filed with the SEC on May 19, 2017.

ABOUT VINCE

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. As of January 28, 2017, Vince products were sold in prestige distribution worldwide, including approximately 2,300 distribution locations across more than 40 countries. With corporate headquarters in New York and its design studio in Los Angeles, the Company operated 40 full-price retail stores, 14 outlet stores and its e-commerce site, vince.com. Please visit www.vince.com for more information.

This document, and any statements incorporated by reference herein, contains forward-looking statements under the Private Securities Litigation Reform Act of 1995. Forward-looking statements include the statements regarding, among other things, our current expectations about the Company's future results and financial condition, revenues, store openings and closings, margins, expenses and earnings and are indicated by words or phrases such as "may," "will," "should," "believe," "expect," "seek," "anticipate," "intend," "estimate," "plan," "target," "project," "forecast," "envision" and other similar phrases. Although we believe the assumptions and expectations reflected in these forward-looking statements are reasonable, these assumptions and expectations may not prove to be correct and we may not achieve the results or benefits anticipated. These forward-looking statements are not guarantees of actual results, and our actual results may differ materially from those suggested in the forward-looking statements. These forward-looking statements involve a number of risks and uncertainties, some of which are beyond our control, including, without limitation: our ability to 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 successfully operate the newly implemented systems, processes, and functions recently transitioned from Kellwood Company; our ability to remediate the identified material weaknesses in our internal control over financial reporting; our ability to comply with the continued listing standards of the New York Stock Exchange; our ability to commence and complete a potential rights offering; 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; and other factors as set forth from time to time in our Securities and Exchange Commission filings, including under the heading "Item 1A—Risk Factors" in our Annual Report on Form 10-K and our Quarterly Reports on Form 10Q. We intend these forward-looking statements to speak only as of the time of this release and do not undertake to update or revise them as more information becomes available, except as required by law.

This press release is also available on the Vince Holding Corp. website (<http://investors.vince.com/>).

Investor Relations Contact:

Jean Fontana

ICR, Inc.

Jean.fontana@icrinc.com

646-277-1200

VINCE.

FOR IMMEDIATE RELEASE

Vince Holding Corp. Receives Continued Listing Standard Notice from the NYSE

NEW YORK, New York – May 19, 2017 – Vince Holding Corp. (NYSE: VNCE), a leading global luxury apparel and accessories brand (“Vince” or the “Company”), today announced that on May 17, 2017, the Company received a written notice (the “Notice”) from the New York Stock Exchange (“NYSE”) that the Company did not presently satisfy NYSE’s continued listing standards under (i) Section 802.01C of NYSE Listed Company Manual (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 million and, the Company’s stockholders’ equity to be at least \$50 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.

Separately, the Company today issued a press release announcing that on May 18, 2017 it received a Rights Offering Commitment Letter from Sun Capital Partners V, L.P. that provides the Company with an amount equal to \$30.0 million of cash proceeds in the event that the Company conducts a rights offering of its common stock to its stockholders, subject to certain terms and conditions described therein.

In connection with the receipt of the Notice, on or prior to June 1, 2017, the Company must submit a letter to NYSE (the “Response Letter”), confirming the receipt of the Notice and its intent to cure the deficiencies. The Company expects to notify NYSE that it intends to cure the deficiencies set forth in the Notice.

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. The Company may also pursue corporate actions such as a reverse stock split, which would require the approval of a majority of the Company’s stockholders.

In addition, on or prior to July 1, 2017, the Company must send to NYSE a business plan that demonstrates compliance with the requirement to maintain a 30-trading day average market capitalization of at least \$50 million or \$50 million of stockholders’ equity within 18 months of receipt of the Notice. NYSE will review the business plan within 45 days of its submission and determine whether the Company has made reasonable demonstration of its ability to come into conformity with the relevant standards within such 18-month period. NYSE will either accept the plan, at which time the Company will be subject to ongoing quarterly monitoring for compliance with the business plan, or NYSE will reject the business plan, at which time the Company will be subject to suspension and delisting proceedings. The Company expects to submit such a business plan to NYSE.

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.

ABOUT VINCE

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. As of January 28, 2017, Vince products were sold in prestige distribution worldwide, including approximately 2,300 distribution locations across more than 40 countries. With corporate headquarters in New York and its design studio in Los Angeles, the Company operated 40 full-price retail stores, 14 outlet stores and its e-commerce site, vince.com. Please visit www.vince.com for more information.

This document, and any statements incorporated by reference herein, contains forward-looking statements under the Private Securities Litigation Reform Act of 1995. Forward-looking statements include the statements regarding, among other things, our current expectations about the Company's future results and financial condition, revenues, store openings and closings, margins, expenses and earnings and are indicated by words or phrases such as "may," "will," "should," "believe," "expect," "seek," "anticipate," "intend," "estimate," "plan," "target," "project," "forecast," "envision" and other similar phrases. Although we believe the assumptions and expectations reflected in these forward-looking statements are reasonable, these assumptions and expectations may not prove to be correct and we may not achieve the results or benefits anticipated. These forward-looking statements are not guarantees of actual results, and our actual results may differ materially from those suggested in the forward-looking statements. These forward-looking statements involve a number of risks and uncertainties, some of which are beyond our control, including, without limitation: our ability to 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 successfully operate the newly implemented systems, processes, and functions recently transitioned from Kellwood Company; our ability to remediate the identified material weaknesses in our internal control over financial reporting; our ability to comply with the continued listing standards of the New York Stock Exchange; our ability to commence and complete a potential rights offering; 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; and other factors as set forth from time to time in our Securities and Exchange Commission filings, including under the heading "Item 1A—Risk Factors" in our Annual Report on Form 10-K and our Quarterly Reports on Form 10Q. We intend these forward-looking statements to speak only as of the time of this release and do not undertake to update or revise them as more information becomes available, except as required by law.

This press release is also available on the Vince Holding Corp. website (<http://investors.vince.com/>).

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