

LightInTheBox Holding Co., Ltd.
Form SC 13G/A
February 16, 2016

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Schedule 13G

(Rule 13d-102)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULES 13d-1 (b), (c) AND (d)
AND AMENDMENTS THERETO FILED PURSUANT TO 13d-2 (b)

(Amendment No. 2)*

LightInTheBox Holding Co., Ltd.
(Name of Issuer)

Ordinary Shares, par value US\$0.000067 per share
(Title of Class of Securities)

53225G102
(CUSIP Number)

December 31, 2015
(Date of Event Which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

Rule 13d-1(b)

Rule 13d-1(c)

Rule 13d-1(d)

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

Page 1 of 15 Pages

Exhibit Index Contained on Page 14

CUSIP NO. 53225G102 13 G Page 2 of 15

NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (Entities Only).

1

GSR Ventures III, L.P. (“GSR III”)

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

2

(a) ..

(b) x

3 SEC USE ONLY

CITIZENSHIP OR PLACE OF ORGANIZATION

4

Cayman Islands

SOLE VOTING POWER.

NUMBER OF SHARES BENE- FICIALLY OWNED BY EACH REPORTING PERSON WITH

9,932,391¹ shares, all of which are directly owned by GSR III, except that GSR Partners III, L.P. 5 (“Partners III”), the general partner of GSR III, and GSR Partners III, Ltd (GSR III Ltd”), the general partner of Partners III, may be deemed to have sole voting power, and Richard Lim, Sonny Wu, James Ding, Alexander Pan and Ryann Yap, the members of GSR III Ltd (the “Members”), may be deemed to have shared voting power with respect to such shares.

SHARED VOTING POWER

6

OWNED BY EACH REPORTING PERSON WITH

See response to row 5.

SOLE DISPOSITIVE POWER

79,932,391¹ shares, all of which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole dispositive power, and the Members may be deemed to have shared dispositive power with respect to such shares.

SHARED DISPOSITIVE POWER

8

See response to row 7.

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,932,391

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions) ..

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 10.4%²

12 TYPE OF REPORTING PERSON (See Instructions) PN

¹ Consists of (i) 9,721,891 ordinary shares, and (ii) 210,500 ordinary shares purchased in connection with the Issuer's initial public offering, represented by 105,250 American Depositary Shares.

² As reported by the Issuer in its Annual Report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2015, the total number of ordinary shares outstanding was 95,712,573 as of April 10, 2015.

CUSIP NO. 53225G102 13 G Page 3 of 15

NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (Entities Only).

1

GSR Partners III, L.P. ("Partners III")

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

2 (a) (b)

3 SEC USE ONLY

CITIZENSHIP OR PLACE OF ORGANIZATION

4

Cayman Islands

SOLE VOTING POWER

NUMBER OF

SHARES 59,932,391³ shares, all of which are directly owned by GSR III, except that Partners III may be deemed to have sole voting power, and the Members may be deemed to have shared voting power with respect to such shares.

BENE- SHARED VOTING POWER

FICIALLY 6

See response to row 5.

OWNED BY SOLE DISPOSITIVE POWER.

EACH

REPORTING PERSON 79,932,391³ shares, all of which are directly owned by GSR III, except that Partners III may be deemed to have sole dispositive power, and the Members may be deemed to have shared dispositive power with respect to such shares.

SHARED DISPOSITIVE POWER

WITH 8

See response to row 7.

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,932,391

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions) ..

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 10.4%⁴

12 TYPE OF REPORTING PERSON (See Instructions) PN

³ Consists of (i) 9,721,891 ordinary shares, and (ii) 210,500 ordinary shares purchased in connection with the Issuer's initial public offering, represented by 105,250 American Depositary Shares.

⁴ As reported by the Issuer in its Annual Report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2015, the total number of ordinary shares outstanding was 95,712,573 as of April 10, 2015.

CUSIP NO. 53225G102 13 G Page 4 of 15

NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (Entities Only).

1

GSR Partners III, Ltd. (“GSR III Ltd”)

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

2

(a) ..

(b) x

3 SEC USE ONLY

CITIZENSHIP OR PLACE OF ORGANIZATION

4

Cayman Islands

SOLE VOTING POWER.

NUMBER OF

SHARES 59,932,391⁵ shares, all of which are directly owned by GSR III, except that GSR III Ltd may be deemed to have sole voting power, and the Members may be deemed to have shared voting power with respect to such shares.

BENE- SHARED VOTING POWER

FICIALLY 6

See response to row 5.

OWNED BY SOLE DISPOSITIVE POWER

EACH

REPORTING PERSON 79,932,391⁵ shares, all of which are directly owned by GSR III, except that GSR III Ltd may be deemed to have sole dispositive power, and the Members may be deemed to have shared dispositive power with respect to such shares.

SHARED DISPOSITIVE POWER

WITH 8

See response to row 7.

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,932,391

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions) ..

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 10.4%⁶

12 TYPE OF REPORTING PERSON (See Instructions) OO

⁵ Consists of (i) 9,721,891 ordinary shares, and (ii) 210,500 ordinary shares purchased in connection with the Issuer's initial public offering, represented by 105,250 American Depositary Shares.

⁶ As reported by the Issuer in its Annual Report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2015, the total number of ordinary shares outstanding was 95,712,573 as of April 10, 2015.

CUSIP NO. 53225G102 13 G Page 5 of 15

NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (Entities Only).

1

Richard Lim

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

2

(a) ..

(b) x

3 SEC USE ONLY

CITIZENSHIP OR PLACE OF ORGANIZATION

4

US

SOLE VOTING POWER.

NUMBER OF 5

0 shares.

SHARES

SHARED VOTING POWER

BENE-
FICIALLY

69,932,391⁷ shares, which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole voting power, and the Members may be deemed to have shared voting power with respect to such shares.

OWNED BY
EACH

SOLE DISPOSITIVE POWER.

7

REPORTING

0 shares.

SHARED DISPOSITIVE POWER.

PERSON

WITH

89,932,391⁷ shares, which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole dispositive power, and the Members may be deemed to have shared voting power with respect to such shares.

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,932,391

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions)

..

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

10.4%⁸

12 TYPE OF REPORTING PERSON (See Instructions)

IN

⁷ Consists of (i) 9,721,891 ordinary shares, and (ii) 210,500 ordinary shares purchased in connection with the Issuer's initial public offering, represented by 105,250 American Depositary Shares.

⁸ As reported by the Issuer in its Annual Report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2015, the total number of ordinary shares outstanding was 95,712,573 as of April 10, 2015.

CUSIP NO. 53225G102 13 G Page 6 of 15

NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (Entities Only).

1

Sonny Wu

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

2

(a) ..

(b) x

3 SEC USE ONLY

CITIZENSHIP OR PLACE OF ORGANIZATION

4

Canada

SOLE VOTING POWER.

NUMBER OF 5

0 shares.

SHARES

SHARED VOTING POWER

BENE-
FICIALLY

69,932,391⁹ shares, which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole voting power, and the Members may be deemed to have shared voting power with respect to such shares.

OWNED BY
EACH

SOLE DISPOSITIVE POWER.

7

REPORTING

0 shares.

SHARED DISPOSITIVE POWER.

PERSON

WITH

89,932,391⁹ shares, which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole dispositive power, and the Members may be deemed to have shared voting power with respect to such shares.

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,932,391

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions)

..

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

10.4%¹⁰

12 TYPE OF REPORTING PERSON (See Instructions)

IN

⁹ Consists of (i) 9,721,891 ordinary shares, and (ii) 210,500 ordinary shares purchased in connection with the Issuer's initial public offering, represented by 105,250 American Depositary Shares.

¹⁰ As reported by the Issuer in its Annual Report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2015, the total number of ordinary shares outstanding was 95,712,573 as of April 10, 2015.

CUSIP NO. 53225G102 13 G Page 7 of 15

NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (Entities Only).

1

James Ding

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

2

(a) ..

(b) x

3 SEC USE ONLY

CITIZENSHIP OR PLACE OF ORGANIZATION

4

Hong Kong

SOLE VOTING POWER.

NUMBER OF 5

0 shares.

SHARES

SHARED VOTING POWER

BENE-
FICIALLY

69,932,391¹¹ shares, which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole voting power, and the Members may be deemed to have shared voting power with respect to such shares.

OWNED BY
EACH

SOLE DISPOSITIVE POWER.

7

REPORTING

0 shares.

SHARED DISPOSITIVE POWER.

PERSON

WITH

89,932,391¹¹ shares, which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole dispositive power, and the Members may be deemed to have shared voting power with respect to such shares.

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 9,932,391

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See ..
Instructions)

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9) 10.4%¹²

12 TYPE OF REPORTING PERSON (See Instructions) IN

¹¹ Consists of (i) 9,721,891 ordinary shares, and (ii) 210,500 ordinary shares purchased in connection with the Issuer's initial public offering, represented by 105,250 American Depositary Shares.

¹² As reported by the Issuer in its Annual Report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2015, the total number of ordinary shares outstanding was 95,712,573 as of April 10, 2015.

CUSIP NO. 53225G102 13 G Page 8 of 15

NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (Entities Only).

1

Alexander Pan

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

2

(a) ..

(b) x

3 SEC USE ONLY

CITIZENSHIP OR PLACE OF ORGANIZATION

4

Hong Kong

SOLE VOTING POWER.

NUMBER OF 5

0 shares.

SHARES

SHARED VOTING POWER

BENE-
FICIALLY

69,932,391¹³ shares, which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole voting power, and the Members may be deemed to have shared voting power with respect to such shares.

OWNED BY
EACH

SOLE DISPOSITIVE POWER.

7

REPORTING

0 shares.

SHARED DISPOSITIVE POWER.

PERSON

WITH

89,932,391¹³ shares, which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole dispositive power, and the Members may be deemed to have shared voting power with respect to such shares.

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,932,391

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions)

..

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

10.4%¹⁴

12 TYPE OF REPORTING PERSON (See Instructions)

IN

¹³ Consists of (i) 9,721,891 ordinary shares, and (ii) 210,500 ordinary shares purchased in connection with the Issuer's initial public offering, represented by 105,250 American Depositary Shares.

¹⁴ As reported by the Issuer in its Annual Report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2015, the total number of ordinary shares outstanding was 95,712,573 as of April 10, 2015.

CUSIP NO. 53225G102 13 G Page 9 of 15

NAME OF REPORTING PERSONS

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (Entities Only).

1

Ryann Yap

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

2

(a) ..

(b) x

3 SEC USE ONLY

CITIZENSHIP OR PLACE OF ORGANIZATION

4

Singapore

SOLE VOTING POWER.

NUMBER OF 5

0 shares.

SHARES

SHARED VOTING POWER

BENE-
FICIALLY

69,932,391¹⁵ shares, which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole voting power, and the Members may be deemed to have shared voting power with respect to such shares.

OWNED BY
EACH

SOLE DISPOSITIVE POWER.

7

REPORTING

0 shares.

SHARED DISPOSITIVE POWER.

PERSON

WITH

89,932,391¹⁵ shares, which are directly owned by GSR III, except that Partners III and GSR III Ltd may be deemed to have sole dispositive power, and the Members may be deemed to have shared voting power with respect to such shares.

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

9,932,391

10 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions)

..

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

10.4%¹⁶

12 TYPE OF REPORTING PERSON (See Instructions)

IN

¹⁵ Consists of (i) 9,721,891 ordinary shares, and (ii) 210,500 ordinary shares purchased in connection with the Issuer's initial public offering, represented by 105,250 American Depositary Shares.

¹⁶ As reported by the Issuer in its Annual Report on Form 20-F filed with the Securities and Exchange Commission on April 17, 2015, the total number of ordinary shares outstanding was 95,712,573 as of April 10, 2015.

CUSIP NO. 53225G102 13 G Page 10 of 15

This Amendment No. 2 amends and restates in its entirety the Schedule 13G previously filed by (i) GSR Ventures III, L.P., a Cayman Islands limited partnership ("GSR III"); (ii) GSR Partners III, L.P., a Cayman Islands limited partnership ("Partners III"); (iii) GSR Partners III, Ltd, a Cayman Islands exempted company ("GSR III Ltd"); (iv) Richard Lim ("Lim"), a citizen of the United States; (v) Sonny Wu ("Wu"), a citizen of Canada; (vi) James Ding ("Ding"), a citizen of Hong Kong; (vii) Alexander Pan ("Pan"), a citizen of Hong Kong; and (viii) Ryann Yap ("Yap"), a citizen of Singapore (together with all prior and current amendments thereto, this "Schedule 13G").

ITEM 1(A). NAME OF ISSUER

LightInTheBox Holding Co., Ltd.

ITEM 1(B). ADDRESS OF ISSUER'S PRINCIPAL EXECUTIVE OFFICES

Tower 2, Area D, Diantong Square

No .7 Jiuxianqiao North Road
Chaoyang District, Beijing 100015
People's Republic of China

ITEM 2(A). NAME OF PERSONS FILING

This Schedule 13G is being filed by GSR III, Partners III, GSR III Ltd, Lim, Wu, Ding, Pan and Yap. The foregoing entities and individuals are collectively referred to as the "Reporting Persons."

Partners III is the general partner of GSR III and may be deemed to have sole power to vote and sole power to dispose of shares of the issuer directly owned by Partners III. GSR III Ltd is the general partner of Partners III and may be deemed to have sole power to vote and sole power to dispose of shares of the issuer directly owned by Partners III. Lim, Wu, Ding, Pan and Yap are the members of GSR III Ltd (the "Members"), and may be deemed to have shared power to vote and shared power to dispose of shares of the issuer directly owned by Partners III.

ITEM 2(B). ADDRESS OF PRINCIPAL OFFICE

The principal business office of the Reporting Persons is:

c/o Golden Sand River (Hong Kong) Limited

Suite 4801, 48/F Central Plaza

18 Harbour Road, Wanchai, Hong Kong.

ITEM 2(C) CITIZENSHIP

GSR III and Partners III are Cayman Islands exempted limited partnerships. GSR III Ltd is a Cayman Islands exempted company. Lim is a citizen of the United States. Wu is a citizen of Canada. Ding and Pan are citizens of Hong Kong. Yap is a citizen of Singapore.

ITEM 2(D) TITLE OF CLASS OF SECURITIES

Ordinary Shares, par value US\$0.000067 per share

ITEM 2(E) CUSIP NUMBER

53225G102

ITEM 3. Not Applicable

CUSIP NO. 53225G102 13 G Page 11 of 15

ITEM 4. OWNERSHIP

The following information with respect to the ownership of the Common Stock of the issuer by the persons filing this Statement is provided as of December 31, 2015.

(a) Amount beneficially owned:

See Row 9 of cover page for each Reporting Person.

(b) Percent of Class:

See Row 11 of cover page for each Reporting Person.

(c) Number of shares as to which such person has:

(i) Sole power to vote or to direct the vote:

See Row 5 of cover page for each Reporting Person.

(ii) Shared power to vote or to direct the vote:

See Row 6 of cover page for each Reporting Person.

(iii) Sole power to dispose or to direct the disposition of:

See Row 7 of cover page for each Reporting Person.

(iv) Shared power to dispose or to direct the disposition of:

See Row 8 of cover page for each Reporting Person.

ITEM 5. OWNERSHIP OF FIVE PERCENT OR LESS OF A CLASS

Not applicable.

ITEM 6. OWNERSHIP OF MORE THAN FIVE PERCENT ON BEHALF OF ANOTHER PERSON.

Under certain circumstances set forth in the limited partnership agreements of GSR III and Partners III, and the memorandum and articles of association of GSR III Ltd, the general partner and limited partners or directors, as the case may be, of each of such entities may be deemed to have the right to receive dividends from, or the proceeds from, the sale of shares of the issuer owned by each such entity of which they are a partner.

ITEM 7. IDENTIFICATION AND CLASSIFICATION OF THE SUBSIDIARY WHICH ACQUIRED THE SECURITY BEING REPORTED ON BY THE PARENT HOLDING COMPANY

Not applicable.

ITEM 8. IDENTIFICATION AND CLASSIFICATION OF MEMBERS OF THE GROUP.

Not applicable.

CUSIP NO. 53225G102 13 G Page 12 of 15

ITEM 9. NOTICE OF DISSOLUTION OF GROUP.

Not applicable.

ITEM 10. CERTIFICATION.

Not applicable.

CUSIP NO. 53225G102 13 G Page 13 of 15

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: February 12, 2016

Entities: GSR Ventures III, L.P.
GSR Partners III, L.P.
GSR Partners III, Ltd.

By: /s/ Ryann Yap
Ryann Yap, Attorney-in-fact for
the above-listed entities*

Individuals: Sonny Wu
Richard Lim
James Ding
Alexander Pan
Ryann Yap

By: /s/ Ryann Yap
Ryann Yap, Attorney-in-fact for
the above-listed individuals*

*Signed pursuant to a Power of Attorney already on file with the appropriate agencies.

CUSIP NO. 53225G102 13 G Page 14 of 15

EXHIBIT INDEX

Exhibit	Found on Sequentially Numbered Page
Exhibit A: Agreement of Joint Filing	15

CUSIP NO. 53225G102 13 G Page 15 of 15

exhibit A

Agreement of Joint Filing

The Reporting Persons hereby agree that a single Schedule 13G (or any amendment thereto) relating to the Common Stock of LightInTheBox Holding Co., Ltd. shall be filed on behalf of each of the Reporting Persons. Note that copies of the applicable Agreement of Joint Filing are already on file with the appropriate agencies.

shall mean, collectively, the Parent Stock and the New Parent Stock.

"*Transfer*" shall mean (i) any direct or indirect offer, sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer (by operation of Law or otherwise), either voluntary or involuntary, or entry into any contract, option or other arrangement or understanding with respect to any offer, sale, assignment, encumbrance, pledge, hypothecation, disposition, loan or other transfer (by operation of Law or otherwise), of any Subject Securities (or any security convertible or exchangeable into Subject Securities) or interest in any Subject Securities, excluding, for the avoidance of doubt, entry into this Agreement, or (ii) entering into any swap or any other agreement, transaction or series of transactions that hedges or transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of such capital stock or interest in capital stock, whether any such swap, agreement, transaction or series of transactions is to be settled by delivery of securities, in cash or otherwise. For purposes of this Agreement, "capital stock" shall include interests in a limited partnership.

2. *Agreement to Retain the Parent Stock.*

2.1 *Transfer and Encumbrance of Subject Securities.* Other than a Permitted Transfer, hereafter until the Expiration Time, the Stockholder agrees, with respect to any Subject Securities beneficially owned by the Stockholder, not to (i) Transfer any such Subject Securities, or (ii) deposit any such Subject Securities into a voting trust or enter into a voting agreement or arrangement with respect to such Subject Securities or grant any proxy (except as otherwise provided herein) or power of attorney with respect thereto.

2.2 *Additional Purchases.* The Stockholder agrees that any Parent Common Stock and other capital shares of Parent that such Stockholder purchases or otherwise acquires or with respect to which such Stockholder otherwise acquires sole voting power after the execution of this Agreement and prior to the Expiration Time (the "*New Parent Stock*") shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted the Parent Stock.

2.3 *Unpermitted Transfers.* Any Transfer or attempted Transfer of any Subject Securities in violation of this Section 2 shall, to the fullest extent permitted by Law, be null and void *ab initio*.

3. *Agreement to Vote and Approve.* Hereafter until the Expiration Time, at every meeting of the stockholders of Parent called with respect to any of the following matters, and at every adjournment or postponement thereof, and on every action or approval by written consent of the stockholders of Parent with respect to any of the following matters, the Stockholder shall, or shall cause the holder of record on any applicable record date to (including via proxy), vote the Parent Stock and any New Parent Stock owned by the Stockholder: (i) in favor of the

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Specified Matters, and (ii) against (a) any action or agreement that would reasonably be expected to result in any condition to the consummation of the Merger set forth in Article V of the Merger Agreement not being fulfilled, and (b) any action which could reasonably be expected to delay, postpone or adversely affect consummation of the transactions contemplated by the Merger Agreement.

4. *Irrevocable Proxy.* By execution of this Agreement, the Stockholder does hereby appoint and constitute the Company, until the Expiration Time (at which time this proxy shall automatically be

G-2

Table of Contents

revoked), with full power of substitution and resubstitution, as the Stockholder's true and lawful attorney-in-fact and irrevocable proxy, to the fullest extent of the Stockholder's rights with respect to the Subject Securities beneficially owned by the Stockholder, to vote such Subject Securities solely with respect to the matters set forth in Section 3 hereof; *provided, however*, that the foregoing shall only be effective if the Stockholder fails to be counted as present, to consent or to vote the Stockholder's Subject Securities, as applicable, in accordance with Section 3 above. The Stockholder intends this proxy to be irrevocable and coupled with an interest hereafter until the Expiration Time (at which time this proxy shall automatically be revoked) for all purposes and hereby revokes any proxy previously granted by the Stockholder with respect to its Subject Securities. The Stockholder hereby ratifies and confirms all actions that the proxy appointed hereunder may lawfully do or cause to be done in accordance with this Agreement.

5. *Representations and Warranties of the Stockholder.* The Stockholder hereby represents and warrants to the Company Parties as follows:

5.1 *Due Authority.* The Stockholder has the full power and authority to make, enter into and carry out the terms of this Agreement and to grant the irrevocable proxy as set forth in Section 4 hereof. This Agreement has been duly and validly executed and delivered by the Stockholder and constitutes a valid and binding agreement of the Stockholder enforceable against it in accordance with its terms, except to the extent enforceability may be limited by the effect of applicable bankruptcy, reorganization, insolvency, moratorium or other Laws affecting the enforcement of creditors' rights generally and the effect of general principles of equity, regardless of whether such enforceability is considered in a proceeding at Law or in equity.

5.2 *Ownership of the Parent Stock.* As of the date hereof, the Stockholder (i) is the beneficial or record owner of the Parent Common Stock indicated on *Schedule A* hereto opposite the Stockholder's name, free and clear of any and all Liens, other than those created by this Agreement, as disclosed on *Schedule A* or as would not prevent the Stockholder from performing its obligations under this Agreement, and (ii) has sole voting power over all of the Parent Stock beneficially owned by the Stockholder. As of the date hereof, the Stockholder does not own, beneficially or of record, any capital stock or other securities of Parent other than the Parent Common Stock set forth on *Schedule A* opposite the Stockholder's name. As of the date hereof, the Stockholder does not own, beneficially or of record, any rights to purchase or acquire any shares of capital stock of Parent except as set forth on *Schedule A* opposite the Stockholder's name.

5.3 *No Conflict; Consents.*

(a) The execution and delivery of this Agreement by the Stockholder does not, and the performance by the Stockholder of the obligations under this Agreement and the compliance by the Stockholder with any provisions hereof do not and will not: (i) conflict with or violate in any material respect any Laws applicable to the Stockholder, or (ii) result in any material breach of or constitute a material default (or an event that with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the Parent Stock beneficially owned by the Stockholder pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Stockholder is a party or by which the Stockholder is bound.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority or any other Person, is required by or with respect to the Stockholder in connection with the execution and delivery of this Agreement or the consummation by the Stockholder of the transactions contemplated hereby.

Table of Contents

5.4 *Absence of Litigation.* There is no Action pending against, or, to the knowledge of the Stockholder, threatened against or affecting, the Stockholder that could reasonably be expected to materially impair or materially adversely affect the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

6. *Termination.* This Agreement shall terminate and shall have no further force or effect immediately as of and following the Expiration Time.

7. *Notice of Certain Events.* The Stockholder shall notify the Company promptly of (a) any fact, event or circumstance that would cause, or reasonably be expected to cause or constitute, a breach in any material respect of the representations and warranties of the Stockholder under this Agreement and (b) the receipt by the Stockholder of any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with this Agreement; *provided, however*, that the delivery of any notice pursuant to this Section 7 shall not limit or otherwise affect the remedies available to any party.

8. *Miscellaneous.*

8.1 *Severability.* If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

8.2 *Binding Effect and Assignment.* This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.3 *Amendments and Modifications.* This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

8.4 *Specific Performance; Injunctive Relief.* The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with the terms hereof or was otherwise breached. It is accordingly agreed that the parties shall be entitled to specific relief hereunder, including, without limitation, an injunction or injunctions to prevent and enjoin breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof, in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any federal court within the State of Delaware), in addition to any other remedy to which they may be entitled at Law or in equity. Any requirements for the securing or posting of any bond with respect to any such remedy are hereby waived.

8.5 *Notices.* All notices, requests, claims, consents, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, sent by overnight courier (providing proof of delivery) to the parties or sent by facsimile or e-mail of a pdf attachment (providing confirmation of transmission) at the following addresses or facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Table of Contents

(a)
if to the Stockholder, to it at:
With a copy to (which shall not constitute notice)

(b)
if to Parent, to:

Joe's Jeans, Inc.
2340 S. Eastern Avenue
Commerce, CA 90040
Attention: Interim Chief Executive Officer
Fax: (323) 837-3791

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

Akin Gump Strauss Hauer & Feld LLP
1333 New Hampshire Avenue NW
Washington DC 20036
Attention: Russell W. Parks Jr.
Erica D. McGrady
Fax: (202) 887-4288
Email: rparks@akingump.com
emcgrady@akingump.com

(b)
if to the Company, to:
RG Parent, LLC
c/o Tengram Capital Partners
15 Riverside Avenue, First Floor
Westport, CT 06880
Attention: Andrew R. Tarshis
Facsimile: (203) 454-6998

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

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue, Suite 3400
Los Angeles, California 90071
Fax: (213) 687-5600
Attention: Jeffrey H. Cohen
Andy D. Garelick
Email: jeffrey.cohen@skadden.com
andrew.garelick@skadden.com

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

8.6 *Governing Law; Jurisdiction and Venue.* This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware applicable to agreements entered into and performed entirely therein by residents thereof, without regarding to any provisions relating to choice of laws among different jurisdictions. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other party or its successors or assigns shall be brought and determined in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any federal court within the State of Delaware), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its

Table of Contents

property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

8.7 WAIVER OF JURY TRIAL. EACH OF THE COMPANY PARTIES AND THE SHAREHOLDER HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE COMPANY PARTIES OR THE SHAREHOLDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

8.8 Entire Agreement. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof, and supersedes all prior negotiations and understandings between the parties with respect to such subject matter.

8.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

8.10 Effect of Headings. The section headings herein are for convenience only and shall not affect the construction of interpretation of this Agreement.

8.11 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a contract, agreement, arrangement or understanding between the parties hereto unless and until (i) the Merger Agreement is executed and delivered by all parties thereto, and (ii) this Agreement is executed and delivered by all parties hereto.

8.12 Legal Representation. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation thereof.

8.13 Expenses. All costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense, whether or not the Merger is consummated.

Table of Contents

8.14 *Action in Stockholder Capacity Only.* The parties acknowledge and agree that this Agreement is entered into by the Stockholder solely in his capacity as the beneficial owner or record holder of Parent Stock and nothing in this Agreement shall restrict, limit or affect (or require the Stockholder to attempt to restrict, limit or affect) in any respect any actions taken by the Stockholder as a director, trustee, officer or fiduciary of Parent in his, her or its capacity as a director, trustee, officer or fiduciary of Parent.

8.15 *Documentation and Information.* The Stockholder consents to and authorizes the publication and disclosure by Parent and the Company of the Stockholder's identity and holdings of the Parent Stock, and the nature of the Stockholder's commitments, arrangements and understandings under this Agreement, in any press release or any other disclosure document required in connection with the Merger or any other transaction contemplated by the Merger Agreement. As promptly as reasonably practicable, the Stockholder shall notify Parent and the Company of any required corrections with respect to any written information supplied by the Stockholder specifically for use in any such disclosure document, if and to the extent the Stockholder becomes aware that any have become false or misleading in any material respect.

[Signature page follows]

G-7

Table of Contents

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date and year first above written.

RG PARENT, LLC

By: /s/ WILLIAM SWEEDLER

Name: William Sweedler
Title: *Chairman*

JOE'S JEANS, INC.

By: /s/ HAMISH SANDHU

Name: Hamish Sandhu
Title: *CFO*

[Signature Page to Voting Agreement]

G-8

Table of Contents

STOCKHOLDER:

/s/ JOSEPH M. DAHAN

Joseph M. Dahan
[Signature Page to Voting Agreement]

G-9

Table of Contents

SCHEDULE A

Name	Common Stock
Joseph M. Dahan	12,022,521
Total:	12,022,521

G-10

Table of Contents

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. *Indemnification of Directors and Officers*

Section 145 of the DGCL provides that a corporation may indemnify any person who was or is a party or is threatened to be made a 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 the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation or is or was serving at the corporation's request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. In actions brought by or in the right of a corporation, however, Section 145 provides that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless, and only to the extent that, the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Article Ninth of the Company's Current Charter and Article Eight of the Company's Bylaws require that the Company indemnify its directors and officers for certain liabilities incurred in the performance of their duties on behalf of the Company to the fullest extent allowed by Delaware law.

Under Section 102(b)(7) of the DGCL, a corporation may relieve its directors from personal liability to such corporation or its stockholders for monetary damages for any breach of their fiduciary duties as directors except (i) for any breach of the duty of loyalty, (ii) for failure to act in good faith, (iii) for intentional misconduct or knowing violation of law, (iv) for willful or negligent violations of certain provisions of the DGCL imposing certain requirements with respect to stock purchases, redemptions and dividends, or (v) for any transaction from which such directors derived an improper personal benefit. Article Eighth of the Company's Current Charter relieves directors from personal liability to the Company or its stockholders for breach of any of such director's fiduciary duty as a director to the fullest extent permitted by the DGCL.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or controlling persons of the Company pursuant to the foregoing provisions, the Company has been informed that, in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

The Company maintains a general liability insurance policy which covers certain liabilities of directors and officers of the Company arising out of claims based on acts or omissions in their capacities as directors or officers, including liabilities under the Securities Act.

The Merger Agreement provides that from and after the Effective Time, the Company will, and the Company will cause its subsidiaries to, indemnify and hold harmless each individual who is or was a director, manager or officer of the Company or RG or any of their respective subsidiaries against all claims, losses, liabilities, damages, judgments, inquiries, fines, penalties and reasonable fees, costs and expenses, including attorneys' fees and disbursements, incurred in connection with any threatened, pending or completed claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative to which such person is or was made a party or is threatened to be made a party to or is otherwise involved by reason of the fact that such person is or was a director, manager

Table of Contents

or officer, as applicable, of the Company or RG or any of their respective subsidiaries or, while a director, manager or officer, as applicable, of the Company or RG or any of their respective subsidiaries, such person is or was serving at the request of the Company or RG or any of their respective subsidiaries, as applicable, as a director, manager, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise (including with respect to the Merger Agreement, the negotiation, execution, announcement, performance and consummation of all transactions contemplated by the Merger Agreement and all acts or omissions of each such person leading thereto and in furtherance thereof on behalf of the Company, the holders of shares of common stock of the Company, RG or the holders of the RG Units, as applicable), whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent permitted under DGCL or other applicable law.

The Merger Agreement provides that after the Effective Time, the respective certificate of incorporation and bylaws or similar organizational or governing documents of the Company and its subsidiaries must contain provisions no less favorable with respect to indemnification, advancement of expenses and exculpation of each individual who is or was a director, manager or officer of the Company or RG or any of their respective subsidiaries for the period prior to and including the Effective Time than are currently set forth in the Company's Current Charter and Bylaws and the certificate of incorporation, bylaws or similar organizational and governing documents of the Company's subsidiaries. Notwithstanding the foregoing, from and after the Effective Time, no director, manager, officer, employee or agent of RG or any of its subsidiaries shall be subject to provision with respect to indemnification, advancement of expenses or exculpation for the period prior to and including the Effective Time that are less favorable than are currently set forth in the applicable certificate of incorporation, bylaws or similar organizational and governing documents of RG or any of its subsidiaries.

The Merger Agreement provides that the Company will, and the Company will cause its subsidiaries to, maintain in effect for six years after the Effective Time all existing officers' and directors' liability insurance of the Company and, to the extent applicable, its subsidiaries (including the surviving company and its subsidiaries), with respect to claims arising from acts, omissions, facts or events that occurred on or before the Effective Time, including in connection with the approval of the Merger Agreement and the transactions contemplated thereby; provided, however, that the Company may, subject to certain conditions, substitute therefor policies of substantially equivalent coverage and amounts containing terms no less favorable to applicable indemnitees than the existing director and officer insurance.

Item 21. Exhibits and Financial Statement Schedules

The exhibits listed below in the "Exhibit Index" are part of this Registration statement and are numbered in accordance with Item 601 of Regulation S-K.

Item 22. Undertaking

The undersigned registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement on Form S-4:

(1) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933.

(2) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement on Form S-4 (or the most recent post-effective amendment thereof) that, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement on Form S-4. Notwithstanding the foregoing, any increase

Table of Contents

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 end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement on Form S-4.

(3) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement on Form S-4 or any material change to such information in the Registration Statement on Form S-4.

(b) That, for the purpose of determining any liability under the Securities Act of 1933, 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.

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

(d) For purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (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 on Form S-4 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.

(e) That prior to any public reoffering of the securities registered hereunder through use of a prospectus that is a part of this Registration Statement on Form S-4, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(f) That every prospectus (1) that is filed pursuant to paragraph (e) immediately preceding, or (2) that purports to meet the requirements of Section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the Registration Statement on Form S-4 and will not be used until such amendment is effective, and that, for purposes 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.

(g) 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 provisions described in Item 20 above, 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 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

Table of Contents

indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(h) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first-class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the Registration Statement on Form S-4 through the date of responding to the request.

(i) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the Registration Statement on Form S-4 when it became effective.

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Table of Contents

Signature	Capacity	Date
<u>/s/ KELLY HOFFMAN</u> Kelly Hoffman	Director	November 3, 2015
<u>/s/ SUHAIL RIZVI</u> Suhail Rizvi	Director	November 3, 2015
<u>/s/ KENT SAVAGE</u> Kent Savage	Director	November 3, 2015

II-6

Table of Contents

EXHIBIT INDEX

Exhibit No.	Description	Document if Incorporated by Reference
2.1	Stock Purchase Agreement, dated as of July 15, 2013, by and among Joe's Jeans Inc., Hudson Clothing Holdings, Inc., Fireman Capital CPF Hudson Co-Invest LP, Peter Kim, Paul Cardenas, Tony Chu, and certain option holders of Hudson Clothing Holdings, Inc. named therein	Exhibit 2.1 to Current Report on Form 8-K filed on July 19, 2013 (File No. 000-18926)
2.2	Amendment No. 1 to Stock Purchase Agreement, dated as of September 30, 2013, by and among Joe's Jeans Inc., Fireman Capital CPF Hudson Co-Invest LP and Peter Kim	Exhibit 2.2 to Current Report on Form 8-K filed on October 4, 2013
2.3	Agreement and Plan of Merger, dated as of September 8, 2015, by and among RG Parent, LLC, JJ Merger Sub LLC and Joe's Jeans Inc.	Exhibit 2.1 to Current Report on Form 8-K filed on September 9, 2015 (File No. 000-18926)
2.4	Amended and Restated Agreement and Plan of Merger, effective as of September 8, 2015, by and among RG Parent LLC, JJ Merger Sub LLC and Joe's Jeans Inc.	(included as Appendix A to the joint proxy and consent solicitation statement/prospectus forming a part of this Registration Statement and incorporated herein by reference)
2.5	IP Asset Purchase Agreement, dated as of September 8, 2015, by and among Joe's Jeans Inc., Joe's Holdings LLC and Sequential Brands Group, Inc.	Exhibit 2.2 to Current Report on Form 8-K filed on September 9, 2015 (File No. 000-18926)
2.6	Operating Asset Purchase Agreement, dated as of September 8, 2015, by and between Joe's Jeans Inc. and GBG USA Inc.	Exhibit 2.3 to Current Report on Form 8-K filed on September 9, 2015 (File No. 000-18926)
3.1	Seventh Amended and Restated Certificate of Incorporation of Joe's Jeans Inc.	Exhibit 4.1 to Current Report on Form 8-K filed on October 15, 2007 (File No. 000-18926)
3.2	Amended and Restated Bylaws of Joe's Jeans Inc., adopted as of July 6, 2015	Exhibit 3.2 to Current Report on Form 8-K filed on July 8, 2015 (File No. 000-18926)
4.1	Form of Certificate of Designation of Preferred Stock of Joe's Jeans Inc.	Exhibit 4.1 to Current Report on Form 8-K filed on September 9, 2015 (File No. 000-18926)
4.2	Form of Subordinated Convertible Note of Joe's Jeans Inc.	Exhibit 4.2 to Current Report on Form 8-K filed on September 9, 2015 (File No. 000-18926)
5.1*	Opinion of Akin Gump Strauss Hauer & Feld, LLP regarding the validity of the securities being registered	
8.1*	Opinion of Akin Gump Strauss Hauer & Feld, LLP regarding certain tax matters	

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Table of Contents

Exhibit No.	Description	Document if Incorporated by Reference
10.1	Amended and Restated Employment Agreement by and between Joe's Jeans Inc. and Joseph M. Dahan to be effective upon closing of the Merger Agreement (Schedule 6.2(c) to Merger Agreement)	Exhibit 10.1 to Current Report on Form 8-K filed on June 26, 2007 (File No. 000-18926)
10.2	Investor Rights Agreement by and between Joe's Jeans Inc. and Joseph M. Dahan	Exhibit 10.2 to Current Report on Form 8-K filed on October 31, 2007 (File No. 000-18926)
10.3	2004 Stock Incentive Plan	Exhibit A to Definitive Merger Proxy Statement on Schedule 14A filed on September 10, 2009 (File No. 000-18926)
10.4	Form of Restricted Stock Agreement for Members of the Board of Directors	Exhibit 10.1 to the Current Report on Form 8-K filed on December 21, 2007 (File No. 000-18926)
10.5	Restricted Stock Agreement for Marc B. Crossman	Exhibit 10.2 to the Current Report on Form 8-K filed on December 21, 2007 (File No. 000-18926)
10.6	Form of Restricted Stock Unit Agreement	Exhibit 10.3 to the Current Report on Form 8-K filed on December 21, 2007 (File No. 000-18926)
10.7	Executive Employment Agreement by and between Joe's Jeans Inc. and Marc B. Crossman dated May 30, 2008	Exhibit 10.1 to the Current Report on Form 8-K filed on June 5, 2008 (File No. 000-18926)
10.8	Form of Restricted Stock Agreement	Exhibit 10.3 to Current Report on Form 8-K filed on October 14, 2009 (File No. 000-18926)
10.9	Form of Stock Option Agreement	Exhibit 10.1 to Quarterly Report on Form 10-Q for the period ended February 28, 2010 filed on April 8, 2010 (File No. 000-18926)
10.10	Gross Lease Agreement by and between Mass Transit Properties LLC and Joe's Jeans Inc.	Exhibit 10.27 to the Annual Report on Form 10-K for the year ended November 30, 2010 filed on February 10, 2011 (File No. 000-18926)
10.11	Amended and Restated 2004 Stock Incentive Plan	Exhibit A to Definitive Proxy Statement on Schedule 14A filed on September 19, 2011 (File No. 000-18926)
10.12	Form of Restricted Stock Agreement for Amended and Restated 2004 Stock Incentive Plan	Exhibit 10.2 to the Current Report on Form 8-K filed on February 17, 2012 (File No. 000-18926)
10.13	Form of Restricted Stock Unit Agreement for Amended and Restated 2004 Stock Incentive Plan	Exhibit 10.30 to the Annual Report on Form 10-K for the year ended November 30, 2011 filed on February 28, 2012 (File No. 000-18926)

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Table of Contents

Exhibit No.	Description	Document if Incorporated by Reference
10.14	Agreement by and among Joe's Jeans Inc., Joe's Jeans Subsidiary, Inc. and Joseph M. Dahan	Exhibit 10.1 to the Current Report on Form 8-K filed on February 19, 2013 (File No. 000-18926)
10.15	Amendment to Factoring Agreement, dated as of June 28, 2013 by and between Joe's Jeans Subsidiary, Inc. and The CIT Group/Commercial Services, Inc.	Exhibit 10.1 to the Current Report on Form 8-K filed on July 3, 2013 (File No. 000-18926)
10.16	Registration Rights Agreement, dated as of September 30, 2013, by and among Joe's Jeans Inc. and the investors named therein.	Exhibit 10.1 to Current Report on Form 8-K filed on October 4, 2013 (File No. 000-18926)
10.17	Revolving Credit Agreement, dated as of September 30, 2013, by and among Joe's Jeans Subsidiary, Inc. and Hudson Clothing, LLC, Joe's Jeans Inc., certain subsidiaries of Joe's Jeans Inc. party thereto, The CIT Group/Commercial Services, Inc., as administrative agent, collateral agent, documentation agent and syndication agent, CIT Finance LLC, as sole lead arranger and sole bookrunner, and the lenders party thereto	Exhibit 10.3 to Current Report on Form 8-K filed on October 4, 2013 (File No. 000-18926)
10.18	Term Loan Credit Agreement, dated as of September 30, 2013, by and among Joe's Jeans Subsidiary, Inc. and Hudson Clothing, LLC, Joe's Jeans Inc., certain subsidiaries of Joe's Jeans Inc. party thereto, Garrison Loan Agency Services LLC, as administrative agent, collateral agent, lead arranger, documentation agent and syndication agent, and the lenders party thereto	Exhibit 10.4 to Current Report on Form 8-K filed on October 4, 2013 (File No. 000-18926)
10.19	Earnout Subordination Agreement, dated as of September 30, 2013, by and among Mr. Joseph M. Dahan, The CIT Group/Commercial Services, Inc., as agent under the Revolving Facility, Garrison Loan Agency Services LLC, as agent under the Term Loan Facility and the loan parties party thereto	Exhibit 10.5 to Current Report on Form 8-K filed on October 4, 2013 (File No. 000-18926)
10.20	Amended and Restated Factoring Agreement, dated as of September 30, 2013, by and among Joe's Jeans Subsidiary, Inc., Hudson Clothing, LLC, and The CIT Group/Commercial Services Inc.	Exhibit 10.6 to Current Report on Form 8-K filed on October 4, 2013 (File No. 000-18926)

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Table of Contents

Exhibit No.	Description	Document if Incorporated by Reference
10.21	Guarantee and Collateral Agreement, dated as of September 30, 2013, by and among, Joe's Jeans Subsidiary, Inc. and Hudson Clothing, LLC, Joe's Jeans Inc., certain subsidiaries of Joe's Jeans Inc. party thereto and Garrison Loan Agency Services LLC, as administrative agent and collateral agent	Exhibit 10.7 to Current Report on Form 8-K filed on October 4, 2013 (File No. 000-18926)
10.22	Guarantee and Collateral Agreement, dated as of September 30, 2013, by and among, Joe's Jeans Subsidiary, Inc. and Hudson Clothing, LLC, Joe's Jeans Inc., certain subsidiaries of Joe's Jeans Inc. party thereto and The CIT Group/Commercial Services, Inc., as administrative agent and collateral agent	Exhibit 10.8 to Current Report on Form 8-K filed on October 4, 2013 (File No. 000-18926)
10.23	Employment Agreement, dated as of July 15, 2013, by and between Joe's Jeans Inc., Hudson Clothing Holdings, Inc., HC Acquisition Holdings, Inc., Hudson Clothing, LLC and Peter Kim	Exhibit 10.9 to Current Report on Form 8-K filed on October 4, 2013 (File No. 000-18926)
10.24	Non-Competition Agreement, dated as July 15, 2013, by and among Joe's Jeans, Inc., Hudson Clothing Holdings, Inc. and Peter Kim	Exhibit 10.10 to Current Report on Form 8-K filed on October 4, 2013 (File No. 000-18926)
10.25	First Amendment to Gross Lease Agreement by and between Mass Transit Properties, LLC and Joe's Jeans Inc. dated August 23, 2013	Exhibit 10.1 to Current Report on Form 8-K filed on August 28, 2013 (File No. 000-18926)
10.26	Omnibus Amendment No. 1 to Revolving Credit Agreement and Guarantee and Collateral Agreement, dated as of December 20, 2013, by and among Joe's Jeans Subsidiary, Inc. and Hudson Clothing, LLC, Joe's Jeans Inc., certain subsidiaries of Joe's Jeans Inc. party thereto, and The CIT Group/Commercial Services, Inc., as administrative agent and collateral agent	Exhibit 10.3 to Current Report on Form 8-K filed on December 23, 2013 (File No. 000-18926)
10.27	Consulting Agreement, effective as of January 19, 2015 by and between the Company and Marc B. Crossman	Exhibit 10.1 to Current Report on Form 8-K filed on January 23, 2015 (File No. 000-18926)

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Table of Contents

Exhibit No.	Description	Document if Incorporated by Reference
10.28	Forbearance and Amendment No. 3 to Revolving Credit Agreement, dated as of June 26, 2015, by and among Joe's Jeans Subsidiary, Inc. and Hudson Clothing, LLC, Joe's Jeans Inc., certain subsidiaries of Joe's Jeans Inc. party thereto, The CIT Group/Commercial Services, Inc., as administrative agent and collateral agent, and the lenders party thereto	Exhibit 10.5 to the Current Report on Form 8-K filed on July 1, 2015 (File No. 000-18926)
10.29	Forbearance Agreement, dated as of June 26, 2015, by and among Joe's Jeans Subsidiary, Inc. and Hudson Clothing, LLC, Joe's Jeans Inc., certain subsidiaries of Joe's Jeans Inc. party thereto, Garrison Loan Agency Services LLC, as administrative agent, and collateral agent, and the lenders party thereto	Exhibit 10.6 to the Current Report on Form 8-K filed on July 1, 2015 (File No. 000-18926)
10.30	Employment Agreement by and between Joe's Jeans Inc. and Hamish Sandhu dated July 2, 2015	Exhibit 10.1 to the Current Report on Form 8-K filed on July 8, 2015 (File No. 000-18926)
10.31	Amendment No. 2 to Revolving Credit Agreement, dated as of April 23, 2015, by and among Joe's Jeans Subsidiary, Inc. and Hudson Clothing, LLC, Joe's Jeans Inc., certain subsidiaries of Joe's Jeans Inc. party thereto, and The CIT Group/Commercial Services, Inc., as administrative agent and collateral agent	Exhibit 10.2 to the Current Report on Form 8-K filed on April 29, 2015 (File No. 000-18926)
10.32	Stock Purchase Agreement, dated as of September 8, 2015, by and between TCP Denim, LLC and Joe's Jeans Inc.	(included as Appendix D to the joint proxy and consent solicitation statement/prospectus forming a part of this Registration Statement and incorporated herein by reference)
10.33	Rollover Agreement, dated as of September 8, 2015, by and among Joe's Jeans Inc. and the noteholders party thereto.	(included as Appendix E to the joint proxy and consent solicitation statement/prospectus forming a part of this Registration Statement and incorporated herein by reference)
10.34	Form of Registration Rights Agreement.	(included as Appendix F to the joint proxy and consent solicitation statement/prospectus forming a part of this Registration Statement and incorporated herein by reference)
10.35	Employment Agreement, dated as of September 8, 2015, by and among Joe's Jeans Inc., Hudson Clothing Holdings, Inc., HC Acquisition Holdings, Inc., Hudson Clothing, LLC and Peter Kim.	Exhibit 10.4 to the Current Report on Form 8-K filed on September 9, 2015 (File No. 000-18926)

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Table of Contents

Exhibit No.	Description	Document if Incorporated by Reference
10.36	Non-Competition Agreement, dated as of September 8, 2015, by and among Joe's Jeans Inc., Hudson Clothing Holdings, Inc. and Peter Kim.	Exhibit 10.5 to the Current Report on Form 8-K filed on September 9, 2015 (File No. 000-18926)
10.37	Voting Agreement, dated as of September 8, 2015, by and among Joe's Jeans Inc., RG Parent, LLC and Joseph M. Dahan.	(included as Appendix G to the joint proxy and consent solicitation statement/prospectus forming a part of this Registration Statement and incorporated herein by reference)
10.38	Separation Agreement and Mutual Limited Release, dated as of September 8, 2015, by and between Joe's Jeans Inc. and Joseph M. Dahan.	Exhibit 10.7 to the Current Report on Form 8-K filed on September 9, 2015 (File No. 000-18926)
10.39	Amended and Restated Revolving Credit Agreement, dated as of September 11, 2015, by and among Hudson Clothing, LLC, Joe's Jeans Inc. and certain of its subsidiaries party thereto, each as a Borrower or Guarantor, each of the lenders party thereto and The CIT Group/Commercial Services, Inc., as administrative and collateral agent.	Exhibit 10.1 to the Current Report on Form 8-K filed on September 11, 2015 (File No. 000-18926)
10.40	Reassignment and Termination Agreement, dated as of September 11, 2015, by and among The CIT Group/Commercial Services, Inc., Joe's Jeans Subsidiary Inc., Hudson Clothing, LLC and GBG USA Inc.	Exhibit 10.2 to the Current Report on Form 8-K filed on September 11, 2015 (File No. 000-18926)
16.1	Letter of Ernst & Young LLP dated November 3, 2015	Filed herewith
21.1	Subsidiaries of the Registrant	Exhibit 21 to the Annual Report on Form 10-K filed on February 13, 2015 (File No. 000-18926)
23.1	Consent of Akin Gump Strauss Hauer & Feld, LLP (included in Exhibit 5.1)	Filed herewith
23.2	Consent of Independent Registered Public Accounting Firm Moss Adams LLP	Filed herewith
23.3	Consent of Independent Registered Public Accounting Firm Ernst & Young LLP	Filed herewith
23.4	Consent of Citrin Cooperman & Company, LLP	Filed herewith
24.1	Power of Attorney (included on signature page)	Filed herewith
99.1*	Form of Proxy Card for Annual Meeting of Stockholders of Joe's Jeans Inc.	
99.2	Consent of Cronkite & Kissell LLC	Filed herewith

*

To be filed by amendment.