Differential Brands Group Inc.
Form 4
February 01, 2016

FORM 4

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

OMB APPROVAL

OMB Number:	3235-0287
Expires:	January 31, 2005
Estimated average burden hours per response...	0.5

Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. *See* Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
Kim Peter

(Last) (First) (Middle)

4411 DUNDEE DRIVE

(Street)

COMMERCE, CA 90027

(City) (State) (Zip)

2. Issuer Name **and** Ticker or Trading Symbol
Differential Brands Group Inc. [DFBG]

3. Date of Earliest Transaction (Month/Day/Year)
01/28/2016

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer
(Check all applicable)
_____ Director _____ 10% Owner
__X__ Officer (give title below) _____ Other (specify below)
CEO of Hudson Clothing, LLC

6. Individual or Joint/Group Filing(Check Applicable Line)
_X_ Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1.Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock, par value $0.10 per share	01/28/2016		A(1)		418,024	A	(1)	418,024	D	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1474 (9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(*e.g.*, puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)	
								Date Exercisable	Expiration Date
				Code	V	(A)	(D)		
Subordinated Convertible Note	(2) (3) (4)	01/28/2016		D(1)			$ 15,012,955.3	09/30/2015	03/31/2019
Subordinated Convertible Note	(5) (6) (7)	01/28/2016		A(1)		$ 8,418,382.94		01/28/2016	07/28/2021
Restricted Stock Units	(8)	01/28/2016		A		166,667		(9)	(9)

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
Kim Peter 4411 DUNDEE DRIVE COMMERCE, CA 90027				CEO of Hudson Clothing, LLC

Signatures

/s/ PETER KIM	02/01/2016
**Signature of Reporting Person	Date

Explanation of Responses:

***** If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).

****** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) The reporting person contributed his Subordinated Convertible Note, dated as of September 30, 2013 (the "Original Note"), in the original principal amount of $14,225,317.30, together with all accrued cash and paid-in-kind interest thereon, pursuant to the Rollover Agreement, dated as of September 8, 2015, by and among Differential Brands Group Inc. (formerly known as Joe's Jeans Inc.) (the "Issuer") and certain investors, including the reporting person, in exchange for (i) 418,024 shares of the Issuer's common stock, $0.10 par value (the "Common Stock"), (ii) $3,753,238.83 in cash and (iii) a new Subordinated Convertible Note, dated as of January 8, 2016 (the "New Note"), with an original principal amount equal to $8,418,382.94.

(2) The Original Note was convertible at the reporting person's option at any time after September 30, 2015, into cash, shares of Common Stock or a combination of cash and Common Stock at the Issuer's election. If the Original Note were converted into cash, the reporting person would have received cash in an amount equal to the product of the market price of the Common Stock, subject to adjustment as set forth in the Original Note (which is the sum of the closing sales price of the Common Stock on each of the 20 consecutive trading days ending and including the trading day immediately preceding the conversion date, the Issuer optional prepayment date or the maturity date of the Original Note, as the case may be, divided by 20) multiplied by the quotient of the principal amount of the Original Note divided by the conversion price, which was $1.78 prior to the Issuer's one-for-thirty reverse stock split, subject to adjustment as set forth therein,

(3) (Continued from footnote 2) minus any Issuer optional prepayment amounts paid to the reporting person. If the Original Note were converted into Common Stock, the reporting person would have received Common Stock in an amount equal to the principal amount of the Original Note divided by the conversion price, which was $1.78 prior to the Issuer's one-for-thirty reverse stock split, subject to adjustment of the conversion price as set forth therein and for any prior prepayment of the Original Note. If the Original Note were converted into a combination of cash and Common Stock, the Issuer would have calculated the cash portion and the stock portion in the same respective manners as described above.

(4) (Continued from footnote 3) Interest accrued on the Original Note at a rate of 10% per annum, and was payable 7.68% in cash and 2.32% in "payable-in-kind" interest by issuing additional convertible notes until November 30, 2014 and thereafter was payable in cash, subject to certain financial requirements set forth in the Original Note.

(5) The New Note is convertible at the reporting person's option at any time into cash, shares of Common Stock or a combination of cash and Common Stock at the Issuer's election. If the New Note is converted into cash, the reporting person will receive cash in an amount equal to the product of the market price of the Common Stock, subject to adjustment as set forth therein (which is the sum of the closing sales price of the Common Stock on each of the 20 consecutive trading days ending and including the trading day immediately preceding the conversion date, the Issuer optional prepayment date or the maturity date of the New Note, as the case may be, divided by 20) multiplied by the quotient of the principal amount of the New Note divided by the conversion price, which is $13.95, subject to adjustment as set forth in the New Note, minus any Issuer optional prepayment amounts paid to the reporting person.

(6) (Continued from footnote 5) If the New Note is converted into Common Stock, the reporting person will receive Common Stock in an amount equal to the principal amount of the New Note divided by the conversion price, which is $13.95, subject to adjustment of the conversion price as set forth in the New Note and for any prior prepayment of the New Note. If the New Note is converted into a combination of cash and Common Stock, the Issuer will calculate the cash portion and the stock portion in the same respective manners as described above. Interest accrues on the New Note at a rate of 6.5% per annum. Interest will be payable 50% in cash and 50% in "payable-in-kind" interest by issuing additional convertible notes, or 100% in cash at the Issuer's discretion. In the event that for any reason the Issuer is not able to pay all or any portion of the New Note in cash, then the Issuer shall be required to fulfill its conversion obligations in shares of Common Stock for any portion that the

(7) (Continued from footnote 6) Issuer cannot pay in cash.

(8) Each restricted stock unit represents a contingent right to receive one share of the Common Stock unless the Issuer is unable to obtain stockholder approval of a new equity incentive plan covering such awards (in which case the restricted stock units will be settled in cash).

(9) The restricted stock units will vest in three equal, annual installments beginning on January 28, 2017, subject to the reporting person's continuous employment.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.
Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.