

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6239642

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
GABRIELLE STUDIO, INC.		08/07/2020
RECEIVING PARTY DATA		
Name:	U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT	
Street Address:	100 WALL STREET	
Internal Address:	6TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10005	
PROPERTY NUMBERS Total: 25		
Property Type	Number	
Application Number:	29211544	
Application Number:	29259524	
Application Number:	29288976	
Application Number:	29288975	
Application Number:	29295269	
Application Number:	29318865	
Application Number:	29338787	
Application Number:	29341095	
Application Number:	29462998	
Application Number:	29477270	
Application Number:	29477274	
Application Number:	29477266	
Application Number:	29477273	
Application Number:	29227303	
Application Number:	29358057	
Application Number:	29556021	
Application Number:	29556022	
Application Number:	29595225	
Application Number:	29566642	

PATENT

Property Type	Number
Application Number:	29595257
Application Number:	29626109
Application Number:	29626114
Application Number:	29626127
Application Number:	29626137
Application Number:	29626145

CORRESPONDENCE DATA

Fax Number: (212)751-4864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA

Address Line 1: 885 THIRD AVE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0384
NAME OF SUBMITTER:	JESSICA BAJADA-SILVA
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	08/07/2020

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of August 7, 2020, is made by GABRIELLE STUDIO, INC., a New York corporation (the "Grantor") in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent (the "Collateral Agent") for the noteholders party to the Indenture (as defined below). Unless otherwise defined herein or context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference to them in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Indenture, dated as of August 7, 2020, (as it may be amended or modified from time to time, the "Indenture"), among G-III Apparel Group, Ltd. (the "Company"), the Grantor, the other grantors party thereto, the Collateral Agent and the noteholders, the Grantor, the Collateral Agent and certain other parties entered into that certain Pledge and Security Agreement, dated as of August 7, 2020, (as it may be amended or modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged, assigned and granted a security interest in all of its right, title and interest in, to and under the Collateral, including the Patent Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement, for purposes of recording the security interest in the Patent Collateral with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interests granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Notes Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following (collectively, the "Patent Collateral");

- (a) any and all patents and patent applications, including those listed in Schedule A annexed hereto;
- (b) all inventions and improvements described and claimed therein;
- (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof;
- (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements thereof; and
- (f) all rights corresponding to any of the foregoing throughout the world.

The Grantor and the Collateral Agent acknowledge and agree that the rights and remedies of the Collateral Agent with respect to the security interests in the Patent Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by

reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Grantor hereby authorizes and requests that the Commissioner for Patents and any other applicable United States government officer record this Agreement. The Grantor shall prepare, record and file, at each its own expense, all documents or instruments (and amendments or continuation statements when applicable) with respect to the Patent Collateral now existing or hereafter created meeting the requirements of the applicable state law in such manner and in such jurisdictions are necessary to perfect and maintain perfected security interest in the Patent Collateral, and to timely deliver any such documents or other evidence of filing to the Collateral Agent. Notwithstanding anything herein to the contrary, the Collateral Agent shall have no responsibility for preparing, recording, filing, re-recording, or re-filing any document or instrument in any public office or for otherwise ensuring the perfection or maintenance of any security interest granted pursuant to this Agreement.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

It is expressly understood and agreed by the parties hereto that this Agreement is executed and delivered by U.S. Bank National Association, not individually but solely as Collateral Agent under the Indenture, and solely in the exercise of the powers and authority conferred and vested in it under the Indenture and the Security Agreement. The Collateral Agent assumes no responsibility for the correctness of the recitals contained herein and shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Agreement and makes no representation with respect thereto. In connection with the Collateral Agent entering into and in the performance of its duties under any of this Agreement, to the extent not already provided for herein or therein, the Collateral Agent shall be entitled to the benefit of every provision of the Indenture limiting the liability of or affording rights, powers, protections, immunities and indemnities or benefits to the Collateral Agent as if they were expressly set forth therein, mutatis mutandis.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GABRIELLE STUDIO, INC.,

as Grantor

By: 

Name: Neal S. Nackman


Title: Chief Financial and Administrative Officer,
Secretary and Treasurer

[Signature Page to Patent Security Agreement - Grantor]

PATENT
REEL: 053429 FRAME: 0080

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Richard Prokosch
Title: Vice President

Schedule A to Patent Security Agreement (Gabrielle Studio, Inc.)

[Schedule A to Patent Security Agreement]

PATENT
REEL: 053429 FRAME: 0082

GABRIELLE STUDIO, INC. PATENTS

Title	App. No.	App. Date	Patent No.	Issue Date	Status	Owner
Cosmetic container	29211544	8/18/2004	D529397	10/3/2006	Issued	Gabrielle Studio, Inc.
Fragrance bottle and cap	29259524	5/10/2006	D577600	9/30/2008	Issued	Gabrielle Studio, Inc.
Combined fragrance bottle and cap	29288976	6/29/2007	D629699	12/2/2010	Issued	Gabrielle Studio, Inc.
Combined fragrance bottle and cap	29288975	6/29/2007	D629698	12/28/2010	Issued	Gabrielle Studio, Inc.
Fragrance bottle	29295269	9/25/2007	D567666	10/18/2007	Issued	Gabrielle Studio, Inc.
Fragrance bottle	29318865	5/29/2008	D607744	1/12/2010	Issued	Gabrielle Studio, Inc.
Fragrance bottle	29338787	6/18/2009	D614967	5/4/2010	Issued	Gabrielle Studio, Inc.
Fragrance bottle with cap	29341095	7/30/2009	D626000	10/26/2010	Issued	Gabrielle Studio, Inc.
Fragrance bottle with cap	29462998	8/12/2013	D748484	2/2/2016	Issued	Gabrielle Studio, Inc.
Fragrance bottle	29477270	12/20/2013	D729633	5/19/2015	Issued	Gabrielle Studio, Inc.
Fragrance bottle	29477274	12/20/2013	D730193	5/26/2015	Issued	Gabrielle Studio, Inc.
Fragrance bottle	29477266	12/20/2013	D721593	1/27/2015	Issued	Gabrielle Studio, Inc.
Fragrance bottle	29477273	12/20/2013	D729634	5/19/2015	Issued	Gabrielle Studio, Inc.
Pair of Shoes	29227303	4/8/2005	D540531	5/19/2015	Issued	The Donna Karan Company ¹
Fragrance Bottle	29358057	03/22/2010	D620805	08/03/2010	Issued	Gabrielle Studio, Inc.
Fragrance Bottle	29556021	02/26/2016	D787338	05/23/2017	Issued	Gabrielle Studio, Inc.
Fragrance Bottle	29556022	02.26/2016	D791608	07/11/2017	Issued	Gabrielle Studio, Inc.
Fragrance Bottle with cap	29595225	02/27/2017	D819450	06/05/2018	Issued	Gabrielle Studio, Inc.
Fragrance bottle	29566642	06/01/2016	D826,718	08/28/2018	Issued	Gabrielle Studio, Inc.
Fragrance bottle with cap	29595257	02/27/2017	D828,758	09/18/2018	Issued	Gabrielle Studio, Inc.
Fragrance bottle with cap	29626109	11/15/2017	D833,288	11/13/2018	Issued	Gabrielle Studio, Inc.
Fragrance bottle with cap	29626114	11/15.2017	D836,446	12/25/2018	Issued	Gabrielle Studio, Inc.

¹This mark is now owned by Gabrielle Studio, Inc. (former entity dissolved).

Schedule A

Fragrance bottle with cap	29626127	11/15/2017	D836,447	12/25/2018	Issued	Gabrielle Studio, Inc.
Cap for fragrance bottle	29626137	11/15/2017	D858,283	09/03/2019	Issued	Gabrielle Studio, Inc.
Cap for fragrance bottle	29626145	11/15/2017	D858,284	09/03.2019	Issued	Gabrielle Studio, Inc.