PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7521825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SUGARTOWN WORLDWIDE LLC	08/29/2022

RECEIVING PARTY DATA

Name:	TRUIST BANK
Street Address:	214 N TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	29750961	

CORRESPONDENCE DATA

Fax Number:

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: 4045723401

Email: morgan.roth@kslaw.com

Correspondent Name: MORGAN ROTH

Address Line 1: 1180 PEACHTREE STREET NE

Address Line 2: SUITE 1600

Address Line 4: ATLANTA, GEORGIA 30309

NAME OF SUBMITTER:	MORGAN ROTH
SIGNATURE:	/s/ Morgan Roth
DATE SIGNED:	09/06/2022

Total Attachments: 6

source=Oxford - Patent Security Agreement (August 2022)#page1.tif source=Oxford - Patent Security Agreement (August 2022)#page2.tif source=Oxford - Patent Security Agreement (August 2022)#page3.tif source=Oxford - Patent Security Agreement (August 2022)#page4.tif source=Oxford - Patent Security Agreement (August 2022)#page5.tif source=Oxford - Patent Security Agreement (August 2022)#page6.tif

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of this 29th day of August, 2022 among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and TRUIST BANK, successor by merger to SunTrust Bank, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement dated as of May 24, 2016 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and Truist Bank, successor by merger to SunTrust Bank, as the administrative agent ("Administrative Agent"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Fourth Amended and Restated Pledge and Security Agreement dated as of May 24, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN PATENT COLLATERAL</u>. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Patent Collateral</u>"):
- (a) all of such Grantor's Patents and Intellectual Property Licenses with respect to Patents to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing; and

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- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this <u>Section 5</u>, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile transmission or by e-mail transmission of an electronic file in Adobe Corporation's Portable Document Format or PDF file shall be as effective as delivery of a manually executed counterpart hereof. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.
- 7. <u>CONSTRUCTION</u>. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the

PATENT REEL: 060993 FRAME: 0828 case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

PATENT REEL: 060993 FRAME: 0829 IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUGARTOWN WORLDWIDE LLC

By: Suraj Palakshappa Name: Suraj A. Palakshappa

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

TRUIST BANK, successor by merger to SunTrust Bank, as Administrative Agent

By:

Name: Courtney G. Jespersen

Cours g. Ju

Title: Director

SCHEDULE I

TO

PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

Country	Owner	Title of Invention /	Status	Application /	Registration Date
		Application Type		Registration No.	
USA	Sugartown Worldwide LLC	Garment Design	Registered	29750961 / D960487	August 16, 2022

PATENT REEL: 060993 FRAME: 0832

RECORDED: 09/06/2022