

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D P I Imports, Inc.		11/12/2015	Corporation:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn St, Floor L2		
Internal Address:	Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Serial Number:	85685447	MAGNAREADY	
Serial Number:	85790356	MAGNAMINI	
Serial Number:	85803124	WEATHER WASH	
Serial Number:	85861551	WEATHERMAN	
Serial Number:	85875786	MISS GALLERY	
Serial Number:	86795895	COOL LAST	
Serial Number:	86887818	STRESS FREE SHIRTING	
Serial Number:	86889431	VRY WRM	
Serial Number:	86889440	VRY WRM	
Serial Number:	86952310	HEATCORE	
Serial Number:	86982872	WEATHERPROOF SINCE 1948	
Serial Number:	87011184	MAGNACLICK	
Serial Number:	87073925	HEATCORE	
Serial Number:	87091421	32° DEGREES	
Serial Number:	87481148	FOX KNAPP	
Serial Number:	87481341	THE VERY WARM	
Serial Number:	87569798	THE ORIGINAL MAGNETIC SHIRT COMPANY	
Serial Number:	87591920	32° DEGREES COOL	

CH \$1015.00 85685447

Property Type	Number	Word Mark
Serial Number:	87591964	32° DEGREES HEAT
Serial Number:	87630981	360AIR
Serial Number:	87657642	CLOUDFILL
Serial Number:	87690864	32° DEGREES
Serial Number:	87717878	THE ORIGINAL MAGNETIC APPAREL COMPANY
Serial Number:	87724360	STRESS FREE STRETCH
Serial Number:	87784263	STRESS FREE APPAREL
Serial Number:	87879051	A'VENTURE
Serial Number:	88061352	GIACCA A GALLERY COMPANY
Serial Number:	88087660	THE VERY WARM
Serial Number:	88087674	SUNPROOF BY WEATHERPROOF
Serial Number:	88358422	SUNPROOF BY WEATHERPROOF
Serial Number:	88386167	AMERICAN THREADS
Serial Number:	88402287	32° DEGREES
Serial Number:	88517474	THE FLUFFY FIT FOR THE FAMILY
Serial Number:	88789162	ORIGINAL WEATHERPROOF VINTAGE SINCE 1948
Serial Number:	88877158	32° DEGREES
Serial Number:	88877229	32° DEGREES
Serial Number:	90470466	ULEX
Serial Number:	90470468	ULEX UNITE. LIVE. EXCEL.
Serial Number:	90474693	
Serial Number:	97295663	WEATHERPROOF VINTAGE

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.

Email: mli@mayerbrown.com
Correspondent Name: Merry Li
Address Line 1: 1221 Avenue of the Americas
Address Line 2: Mayer Brown LLP
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	15479453
NAME OF SUBMITTER:	Yun (Merry) Li
SIGNATURE:	/Li Yun/
DATE SIGNED:	09/19/2022

Total Attachments: 17

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

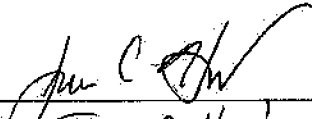
Please be advised that pursuant to that certain Security Agreement (Trademarks) attached hereto as Annex 1 (the "Agreement") between the Pledgor party thereto (the "Pledgor") and JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent"), the Pledgor has granted a continuing security interest in, and a right to set off against, the Trademark Collateral (as defined in the Agreement).

Pursuant to the Agreement, the Administrative Agent may unilaterally modify the Agreement by amending Schedule A attached thereto include new Trademarks (as defined in the Agreement). The Administrative Agent hereby amend Schedule A attached to the Agreement by adding the Trademarks (as defined in the Agreement) listed on Annex 2 attached hereto to such Schedule A.

Pursuant to the terms of the Agreement, the provisions of the Agreement shall automatically apply to such Trademarks listed on Annex 2.

Very truly yours,

**JPMORGAN CHASE BANK, N.A., as
Administrative Agent**

By: 
Name: Jason C. Hand
Title: Authorized Officer

TRADEMARK

REEL: 007849 FRAME: 0518

Executed Security Agreement (Trademarks)

[attached]

November 12, 2015

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS D P I Imports, Inc., a New York corporation, (the “Pledgor”) is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (together with any other trademarks or trademark applications now or hereafter acquired by Pledgor, collectively, the “Trademarks”);

WHEREAS, David Peyser Sportswear, Inc. (the “Borrower”), an affiliate of the Pledgor, is a borrower under that certain Credit Agreement, dated as of the date hereof, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrower, certain subsidiaries of the Borrower, as guarantors (the “Loan Guarantors”), the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”);

WHEREAS to secure all of the Borrower’s and the Loan Guarantors’ obligations under the Credit Agreement, the other Loan Documents and certain Banking Services Obligations and Swap Agreement Obligations (as defined in the Credit Agreement), the Pledgor has entered into that certain Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Borrower, the Loan Guarantors, and the Administrative Agent, pursuant to which Pledgor has granted to the Administrative Agent a security interest in substantially all assets of Pledgor, including, without limitation, the Trademarks;

WHEREAS the Pledgor and the Administrative Agent contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Pledgor’s right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

Pledgor hereby reconfirms the terms of the Security Agreement. Pledgor further hereby pledges and mortgages to the Administrative Agent, and grants to the Administrative Agent a security interest in, Pledgor’s right, title and interest in and to the Trademarks, together with the entire good will of Pledgor’s business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of Pledgor’s rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the “Trademark Collateral”).

The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Security Agreement (Trademarks).

This Security Agreement (Trademarks) has been entered into in connection with the Security Agreement, and the Pledgor and the Administrative Agent hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement (Trademarks) shall be governed by, and construed in accordance with the laws of the State of New York.

This Security Agreement (Trademarks) 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.

If Pledgor shall obtain rights to any new Trademarks, the provisions of this Security Agreement (Trademarks) shall automatically apply thereto. Pledgor shall give prompt notice in writing to Administrative Agent with respect to any such new Trademarks. Pledgor hereby authorizes Administrative Agent to unilaterally modify this Security Agreement (Trademarks) by amending Schedule A to include such new Trademarks on Schedule A. However, no failure to so modify Schedule A shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Trademarks, whether or not listed on Schedule A.

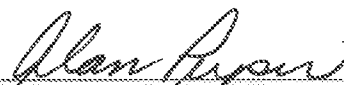
Notwithstanding anything to the contrary, the Liens and security interests granted to the Administrative Agent pursuant to this Security Agreement (Trademarks) are expressly subject to the Intercreditor Agreement, dated as of the date hereof, among the Administrative Agent, Capital One, National Association and the Pledgor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgor and the Administrative Agent have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PLEDGOR:

D P I IMPORTS, INC., a New York corporation

By: 

Name: Alan Peysor

Title: President

Trademark Security Agreement

TRADEMARK
REEL: 007849 FRAME: 0522


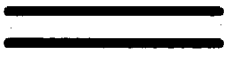

ADMINISTRATIVE AGENT:




JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: Sarah Veitch
Name: Sarah Veitch
Title: Authorized Officer




SCHEDULE A



Trademarks Owned By David Peyser Sportswear, Inc.		
Trademark	Registration Number	Registration Date
	1766768	March 10, 2015
	4700320	May 24, 1988
	1489462	July 12, 1988
FLYBYHIRE	866868428	December 13, 2005
	1495869	July 8, 2015
	3030061	September 7, 1999
	2275077	Pending
THE GAME	1410919	September 23, 1986
	1561018	October 17, 1989

	3564708	January 20, 2009
	2576773	June 4, 2002
	3733344	January 5, 2010


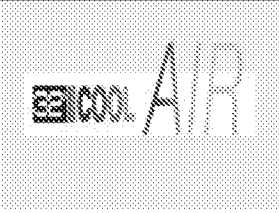

Trademarks Licensed to David Peyser Sportswear, Inc. by D P I Imports, Inc.		
Trademark	Registration Number	Registration Date
	1869676	December 27, 1994
WEATHER REPORT	2098272	September 16, 1997
	2492858	September 25, 2001
impermeable by weatherproof	2225168	February 23, 1999
	3931995	March 15, 2011

WEATHERPROOF	3932295	March 15, 2011
	3932296	March 15, 2011
WEATHERPROOF	3192099	January 2, 2007
WEATHERPROOF GARMENT COMPANY	3189057	December 26, 2006
	4358838	June 25, 2013
	85755731	October 16, 2012
	85756107	October 17, 2012
SUNPROOF BY WEATHERPROOF	86663515	June 16, 2015
	86301819	June 5, 2014

	86032588	August 8, 2013
	86663517	June 16, 2015
JUNIOR GALLERY	1663490	November 5, 1991
GALLERY	13969094	November 5, 1985
URBAN EQUIPMENT	1340963	June 11, 1985
	1354320	August 13, 1985
PRO-WEAVE	1432038	March 10, 1987
GALLERY	1440034	May 19, 1987
YOUNG GALLERY	1474258	January 26, 1988
GALLERY	1495208	July 5, 1988
GALLERY WOMAN	1530973	March 21, 1989
J. GALLERY	1543674	June 13, 1989

	1674373	February 4, 1992
FOX KNAPP	1862577	November 15, 1994
WEATHERCAST	2582737	June 18, 2002
LIFE IS A JOURNEY. STAY WARM. KEEP DRY.	2540394	February 19, 2002
PORTRAIT	3104250	June 13, 2006
THERMA BY WEATHERPROOF	3493317	August 26, 2008
CROSS WEAVE	3413679	April 15, 2008
RESPIRE	3610698	April 21, 2009
HEATKEEP	42146715433 ¹	September 25, 2012
	4034151	October 4, 2011
WEATHER KIDS	4790775	August 11, 2015
WEATHER BABY	85415543	September 6, 2011
	85444763	October 11, 2011
HEATLAST	4463176	January 7, 2014
SUNPROOF BY WEATHERPROOF	85514379	January 11, 2012
HEATKEEP	85543060	February 15, 2012

¹ Confirm registration number

	4325605	April 23, 2013
COOLKEEP	4408165	September 24, 2013
WEATHERWASH	85803124	December 14, 2012
WEATHERMAN	85861551	February 27, 2013
MISS GALLERY	4786279	August 4, 2015
	86012866	July 17, 2013
	86518847	January 29, 2015

Trademarks Licensed to MV Corp., Inc. by D P I Imports, Inc.

All Weatherproof marks licensed to David Peyser Sportswear, Inc. are also licensed to MV Corp., Inc.

Domain Name	Expiration Date	Status	Registrant	Registrar
Weatherproofgarment.com	8/18/2025	Active	Perfect Privacy, LLC	Network Solutions
Weatherproofco.com	9/7/2019	Active	Perfect Privacy, LLC	Network Solutions
Wpmv.com	2/24/2023	Inactive	Perfect Privacy, LLC	Network Solutions
Wpmvmail.com	11/22/2018	Active	Perfect Privacy, LLC	Network Solutions
Mvsport-art.com	9/26/2019	Active	David Peyser Sportswear	Network Solutions
2thegame.com	10/1/2020	Inactive	Perfect Privacy, LLC	Network Solutions
Thegameheadwear.com	1/4/2016	Active	David Peyser Sportswear	Network Solutions
Thegamellc.com	10/1/2016	Active	Perfect Privacy, LLC	Network Solutions
Jgallery.com	12/25/2020	Active	J. Gallery LTD	Network Solutions
Weatherproofvintage.com	11/7/2016	Active	Eliot Peyser	GoDaddy
32degreesheat.com	8/27/2016	Active	32DEGREES	1 & 1 INTERNET AG
32degreescool.com	8/27/2016	Active	32DEGREES	1 & 1 INTERNET AG

Annex 2

Amendments to Schedule A to Security Agreement (Trademarks)

Mark	Serial No.	Registration No.	Registration Date	Grantor
MAGNAREADY	85685447	4348110	June 4, 2013	D P I Imports, Inc.
MAGNAMINI	85790356	4502776	May 7, 2013	D P I Imports, Inc.
WEATHER WASH	85803124	5137762	February 7, 2017	D P I Imports, Inc.
WEATHERMAN	85861551	5095686	December 6, 2016	D P I Imports, Inc.
MISS GALLERY	85875786	4786279	August 4, 2015	D P I Imports, Inc.
COOL LAST	86795895	1300962	June 14, 2016	D P I Imports, Inc.
STRESS FREE SHIRTING	86887818	5248558	July 25, 2017	D P I Imports, Inc.
VRY WRM	86889431	5083972	November 15, 2016	D P I Imports, Inc.
VRY WRM	86889440	5257130	August 1, 2017	D P I Imports, Inc.
HEATCORE	86952310	5112625	January 3, 2017	D P I Imports, Inc.
WEATHERPROOF SINCE 1948	86982872	5297393	September 26, 2017	D P I Imports, Inc.
MAGNACLICK	87011184	5201514	May 9, 2017	D P I Imports, Inc.
HEATCORE	87073925	5114616	January 3, 2017	D P I Imports, Inc.
32° DEGREES	87091421	5137502	February 7, 2017	D P I Imports, Inc.
FOX KNAPP	87481148	6335322	April 27, 2021	D P I Imports, Inc.
THE VERY WARM	87481341	5477414	May 22, 2018	D P I Imports, Inc.
THE ORIGINAL MAGNETIC SHIRT COMPANY	87569798	5435169	March 27, 2018	D P I Imports, Inc.
32° DEGREES COOL	87591920	5437410	April 3, 2018	D P I Imports, Inc.

Mark	Serial No.	Registration No.	Registration Date	Grantor
32° DEGREES HEAT	87591964	5437415	April 3, 2018	D P I Imports, Inc.
360AIR	87630981	5639182	December 25, 2018	D P I Imports, Inc.
CLOUDFILL	87657642	5788612	June 25, 2019	D P I Imports, Inc.
32° DEGREES	87690864	5598945	November 6, 2018	D P I Imports, Inc.
THE ORIGINAL MAGNETIC APPAREL COMPANY	87717878	5562947	September 11, 2018	D P I Imports, Inc.
STRESS FREE STRETCH	87724360	5572180	September 25, 2018	D P I Imports, Inc.
STRESS FREE APPAREL	87784263	5758714	May 21, 2019	D P I Imports, Inc.
A'VENTURE	87879051	5789126	June 25, 2019	D P I Imports, Inc.
GIACCA A GALLERY COMPANY	88061352	5713587	April 2, 2019	D P I Imports, Inc.
THE VERY WARM	88087660	5759619	May 21, 2019	D P I Imports, Inc.
SUNPROOF BY WEATHERPROOF	88087674	5765747	May 28, 2019	D P I Imports, Inc.
SUNPROOF BY WEATHERPROOF	88358422	5868377	September 24, 2019	D P I Imports, Inc.
AMERICAN THREADS	88386167	6297834	March 23, 2021	D P I Imports, Inc.
32° DEGREES	88402287			D P I Imports, Inc.
THE FLUFFY FIT FOR THE FAMILY	88517474	6278619	February 23, 2021	D P I Imports, Inc.
ORIGINAL WEATHERPROOF VINTAGE SINCE 1948	88789162	6146427	September 8, 2020	D P I Imports, Inc.
32° DEGREES	88877158	6220275	December 15, 2020	D P I Imports, Inc.
32° DEGREES	88877229	6220276	December 15, 2020	D P I Imports, Inc.

Mark	Serial No.	Registration No.	Registration Date	Grantor
ULEX	90470466	6822105	August 16, 2022	D P I Imports, Inc.
ULEX UNITE. LIVE. EXCEL.	90470468	6822107	August 16, 2022	D P I Imports, Inc.
U LOGO	90474693	6822116	August 16, 2022	D P I Imports, Inc.
WEATHERPROOF VINTAGE	97295663			D P I Imports, Inc.