

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement - Second Supplemental Filing

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cluett, Peabody & Co., Inc.		07/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	One Churchill Place
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5HP
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3951050	ARROW
Registration Number:	3990362	ARROW USA 1851
Registration Number:	3969851	CLUETT & CO

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1216
 Email: angela.amaru@lw.com
 Correspondent Name: Angela M. Amaru c/o Latham & Watkins
 Address Line 1: 885 Third Avenue
 Address Line 2: Suite 1000
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0147
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	08/07/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

(SECOND SUPPLEMENTAL FILING)

This **TRADEMARK SECURITY AGREEMENT SECOND SUPPLEMENTAL FILING**, dated as of July 25, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Second Supplemental Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Trademark Grantors**”) in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (and, to the extent provided in Section 7.1 of the Pledge and Security Agreement (as defined below), the Debenture Trustee on behalf of the 2023 Debentures Holders) (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Trademark Grantors are party to a U.S. Pledge and Security Agreement dated as of May 6, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time the “**Pledge and Security Agreement**”) among PVH Corp. (formerly known as Phillips-Van Heusen Corporation), a Delaware corporation, each of the Trademark Grantors and the other Grantors party thereto and the Collateral Agent pursuant to which the Trademark Grantors granted a security interest to the Collateral Agent in certain Collateral, including the Trademark Collateral (as defined below).

WHEREAS, pursuant to the Pledge and Security Agreement, certain Grantors party thereto executed and delivered (i) a Trademark Security Agreement dated as of May 6, 2010 which was recorded against certain United States Trademark applications and registrations on June 4, 2010 at Reel/Frames 4218/0705, 4219/0047, 4219/0246, 4218/0785 and (ii) a Trademark Security Agreement (First Supplemental Filing) dated as of September 27, 2011 which was recorded against certain United States Trademark applications and registrations on October 5, 2011 at Reel/Frame 4636/0018.

WHEREAS, pursuant to the Pledge and Security Agreement, the Trademark Grantors are required to execute and deliver this Second Supplemental Trademark Security Agreement for recordation 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 is hereby acknowledged, the Trademark Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Trademark Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties (and, to the extent provided in Section 7.1 of the Pledge and Security Agreement, the Debenture Trustee on behalf of the 2023 Debentures Holders), a security interest in and continuing lien on all of such Trademark Grantor’s right, title

and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired and wherever located (collectively, the "**Trademark Collateral**"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use trademark application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Second Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties (and, to the extent provided in Section 7.1 of the Pledge and Security Agreement, the Debenture Trustee), pursuant to the Pledge and Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Supplemental Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS SECOND SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW


GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Second Supplemental Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

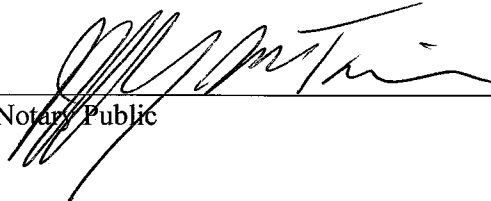
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CLUETT, PEABODY & CO., INC.,
as Grantor

By: 
Name: Mark D. Fischer
Title: Senior Vice President


STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 24th day of July, 2012 before me personally appeared Mark D. Fischer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cluett, Peabody & Co. Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public


JEFFREY M. TAMARIN
Notary Public, State of New York
No. 02TA4854023
Qualified in Westchester County
Commission Expires Feb. 10, 2014

TOMMY HILFIGER LICENSING LLC,
as Grantor

By: 
Name: Mark D. Fischer
Title: Senior Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 24th day of July, 2012 before me personally appeared Mark D. Fischer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tommy Hilfiger Licensing LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

JEFFREY M. TAMARIN
Notary Public, State of New York
No. 02TA4854023
Qualified in Westchester County
Commission Expires

Feb 10, 2014

Accepted and Agreed:

BARCLAYS BANK PLC,
as Collateral Agent

By: *Diane Rolfe*
Name:
Title: Diane Rolfe
Director

SCHEDULE A
to
SECOND SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK APPLICATIONS & REGISTRATIONS

Grantor	Title	Registration No.	Issue Date	Application No. (if no Registration No.)	Filing Date (if no Issue Date)
PVH Corp.	IZOD	3928776	3/8/2011	N/A	N/A
Cluett, Peabody & Co., Inc.	ARROW	3951050	4/26/2011	N/A	N/A
Cluett, Peabody & Co., Inc.	ARROW USA 1851 (Block Letters)	3990362	7/5/2011	N/A	N/A
Cluett, Peabody & Co., Inc.	CLUETT & CO w/Crown Device	3969851	5/31/2011	N/A	N/A
Tommy Hilfiger Licensing LLC	HILFIGER	N/A	N/A	85/560303	5/3/2012
Tommy Hilfiger Licensing LLC	TOMMY GIRL	N/A	N/A	85/281091	3/30/2011
Tommy Hilfiger Licensing LLC	TOMMY GIRL & device (black and white)	N/A	N/A	85/281122	3/30/2011
Tommy Hilfiger Licensing LLC	TOMMY JEANS	N/A	N/A	85/334606	5/31/2011