

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A'GACI, L.L.C.		01/30/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	2200 Ross Avenue		
Internal Address:	9th Floor		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3172984	AGX	
Registration Number:	3172981	A'GACI	
Registration Number:	3172994	A'GACI	
Registration Number:	4398958	O SHOES	
CORRESPONDENCE DATA			
Fax Number:	7132233717		
<i>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.</i>			
Phone:	7132261200		
Email:	rjackson@lockelord.com		
Correspondent Name:	LOCKE LORD LLP		
Address Line 1:	600 TRAVIS		
Address Line 2:	SUITE 2800		
Address Line 4:	HOUSTON, TEXAS 77002-3095		
ATTORNEY DOCKET NUMBER:	0013214-00075		
NAME OF SUBMITTER:	Robert Jackson		
SIGNATURE:	/ROBERT JACKSON/		
DATE SIGNED:	02/05/2015		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of January 30, 2015, is by and between A'GACI, L.L.C., a Texas limited liability company, whose address is 12460 Network Blvd., Suite 160, San Antonio, Texas 78249, Attention: Chief Financial Officer ("Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association, 2200 Ross Avenue, 9th Floor, TX1-2921, Dallas, Texas 75201, Attention: Ross Gilbert ("Secured Party").

WHEREAS, Debtor and Secured Party have entered into that certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor and Secured Party have entered into a Pledge and Security Agreement of even date herewith (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement;

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

1. Grant of Security Interest. Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Obligations (as defined in the Security Agreement):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

A'GACI, L.L.C., a Texas limited liability company

By: 

John Won, Manager

"Secured Party"

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

Attachment:

Schedule 1 - Trademarks

*Signature Page(s) to
Trademark Security Agreement*

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**TRADEMARK
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IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

A'GACI, L.L.C., a Texas limited liability company

By: _____
John Won, Manager

"Secured Party"

JPMORGAN CHASE BANK, N.A.

By: K. SHUTT
Name: Kyle Shutt
Title: VP

Attachment:

Schedule 1 - Trademarks

*Signature Page(s) to
Trademark Security Agreement*

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**TRADEMARK
REEL: 005454 FRAME: 0175**

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

(See attached listing)

Summary Of Trademarks & Service Marks

U.S. Service Mark Registration No. 3,172,984

Mark: AGX

Services: Retail store services in the fields of clothing, jewelry, cosmetics, sunglasses and purses and por

Our Ref.: 18311.46

U.S. Trademark Registration No. 3,172,981

Mark: A'GACI

Goods: Clothing, namely, dresses, jackets, skirts, knit and woven tops, shorts, causal athletic wear, nan

Our Ref.: 18311.51

U.S. Service Mark Registration No. 3,172,994

Mark: A'GACI

Services: Retail store services in the fields of jewelry, cosmetics, sunglasses and purses and pocketbook:

Our Ref.: 18311.52

U.S. Service Mark Registration No. 4,398,958

Mark: O'SHOES

Services: Retail store services featuring footwear (Class 35)

Our Ref.: 18311.55