

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347121

|                                   |                                  |                       |                                     |
|-----------------------------------|----------------------------------|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                   |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>      | Security Agreement               |                       |                                     |
| <b>CONVEYING PARTY DATA</b>       |                                  |                       |                                     |
| <b>Name</b>                       | <b>Formerly</b>                  | <b>Execution Date</b> | <b>Entity Type</b>                  |
| American Brand Holdings, LLC      |                                  | 07/07/2015            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |                                  |                       |                                     |
| <b>Name:</b>                      | Israel Discount Bank of New York |                       |                                     |
| <b>Street Address:</b>            | 511 Fifth Avenue                 |                       |                                     |
| <b>City:</b>                      | New York                         |                       |                                     |
| <b>State/Country:</b>             | NEW YORK                         |                       |                                     |
| <b>Postal Code:</b>               | 10017                            |                       |                                     |
| <b>Entity Type:</b>               | Bank: UNITED STATES              |                       |                                     |
| <b>PROPERTY NUMBERS Total: 25</b> |                                  |                       |                                     |
| <b>Property Type</b>              | <b>Number</b>                    | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>       | 982289                           |                       |                                     |
| <b>Registration Number:</b>       | 0877451                          |                       |                                     |
| <b>Registration Number:</b>       | 3135267                          |                       |                                     |
| <b>Registration Number:</b>       | 0982290                          |                       |                                     |
| <b>Registration Number:</b>       | 3809945                          |                       |                                     |
| <b>Registration Number:</b>       | 4656888                          |                       |                                     |
| <b>Registration Number:</b>       | 2205789                          |                       |                                     |
| <b>Registration Number:</b>       | 1107860                          | HANG TEN              |                                     |
| <b>Registration Number:</b>       | 0808565                          | HANG TEN              |                                     |
| <b>Registration Number:</b>       | 0811306                          | HANG TEN              |                                     |
| <b>Registration Number:</b>       | 4656887                          | HANG TEN              |                                     |
| <b>Registration Number:</b>       | 0779097                          | HANG TEN              |                                     |
| <b>Registration Number:</b>       | 2205788                          | HANG TEN              |                                     |
| <b>Registration Number:</b>       | 2205322                          | HANG TEN              |                                     |
| <b>Registration Number:</b>       | 1033976                          | HANG TEN              |                                     |
| <b>Registration Number:</b>       | 4355049                          | HANG TEN GOLD         |                                     |
| <b>Serial Number:</b>             | 86096675                         |                       |                                     |
| <b>Serial Number:</b>             | 86096982                         | HANG TEN              |                                     |
| <b>Serial Number:</b>             | 86096638                         |                       |                                     |
| <b>TRADEMARK</b>                  |                                  |                       |                                     |

OP \$640.00 982289

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 86136210 |           |
| Serial Number: | 86136165 |           |
| Serial Number: | 86136126 | HANG TEN  |
| Serial Number: | 86132836 | HANG TEN  |
| Serial Number: | 86160564 |           |
| Serial Number: | 86166602 |           |

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Dwayne C. Houston

**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

|                                |                   |
|--------------------------------|-------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | F156924           |
| <b>NAME OF SUBMITTER:</b>      | Lisa A. Cobbett   |
| <b>SIGNATURE:</b>              | /Lisa A. Cobbett/ |
| <b>DATE SIGNED:</b>            | 07/07/2015        |

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of July 7, 2015, by AMERICAN BRAND HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for a loan to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof between Grantor and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee, a security interest in all of the assets of Grantor, including a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement and Security Agreement, and the terms and provisions thereof are hereby incorporated herein, in their entirety, by this reference thereto. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

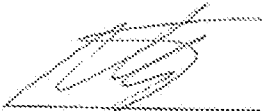
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement, reference is made to Grantee or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICAN BRAND HOLDINGS, LLC

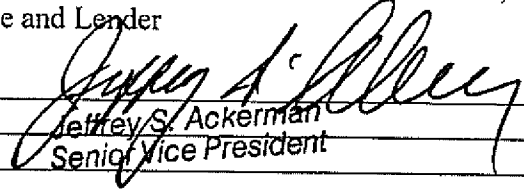
By:   
Name: Frederick J. Horowitz  
Title: *President*

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005570 FRAME: 0137**

Agreed and Accepted  
As of the Date First Written Above

**ISRAEL DISCOUNT BANK OF NEW YORK,**  
as Grantee and Lender

By:   
Name: Jeffrey S. Ackerman  
Title: Senior Vice President

1853818.1

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005570 FRAME: 0138**

## Schedule 1

### Trademark Security Agreement

| <u>Trademark</u>                          | <u>Country</u> | <u>App. #</u> | <u>Reg. #</u> | <u>App. Date</u> | <u>Reg. Date</u> |
|---|----------------|---------------|---------------|------------------|------------------|
| FOOTPRINTS & Design                       | Canada         | 0337595       | 191,920       | 11/4/1970        | 6/22/1973        |
| FOOTPRINTS Design                         | Canada         | 0399301       | 256,580       | 6/18/1976        | 3/6/1981         |
| FOOTPRINTS Design                         | Canada         | 0540744       | 352,810       | 4/23/1985        | 3/10/1989        |
| HANG TEN                                  | Canada         | 0399300       | 256,578       | 6/18/1976        | 3/6/1981         |
| HANG TEN                                  | Canada         | 0540743       | 318,692       | 4/23/1985        | 9/19/1986        |
| HANG TEN & Design                         | Canada         | 0283995       | 139,511       | 8/7/1964         | 3/12/1965        |
| HANG-TEN                                  | Canada         | 0284209       | 139,516       | 8/21/1964        | 3/12/1965        |
| DOUBLE FOOT PRINT DEVICE<br>(DESIGN)      | United States  | 72376936      | 982289        | 11/23/1970       | 4/16/1974        |
| DOUBLE FOOT PRINT DEVICE<br>(DESIGN)      | United States  | 72294298      | 877451        | 3/27/1968        | 9/23/1969        |
| DOUBLE FOOT PRINT DEVICE<br>(DESIGN)      | United States  | 78595136      | 3135267       | 3/25/2005        | 8/29/2006        |
| DOUBLE FOOT PRINT DEVICE<br>(DESIGN) (02) | United States  | 72380706      | 982290        | 1/11/1974        | 4/16/1974        |
| DOUBLE FOOT PRINT DEVICE<br>(DESIGN)03    | United States  | 77852648      | 3809945       | 10/20/2009       | 6/29/2010        |
| DOUBLE FOOT PRINT DEVICE<br>(DESIGN)03    | United States  | 85877538      | 4656888       | 3/15/2013        | 12/16/2014       |
| DOUBLE FOOT PRINT DEVICE<br>(DESIGN)03    | United States  | 75402693      | 2205789       | 12/9/1997        | 11/24/1998       |
| HANG TEN                                  | United States  | 73137807      | 1107860       | 8/16/1977        | 12/5/1978        |
| HANG TEN                                  | United States  | 72222181      | 808565        | 6/28/1965        | 5/17/1966        |
| HANG TEN                                  | United States  | 72222050      | 811306        | 6/25/1965        | 7/19/1966        |
| HANG TEN                                  | United States  | 85877490      | 4656887       | 3/15/2013        | 12/16/2014       |
| HANG TEN                                  | United States  | 72184491      | 779097        | 1/10/1964        | 10/27/1964       |
| HANG TEN                                  | United States  | 75402692      | 2205788       | 12/9/1997        | 11/24/1998       |
| HANG TEN & DOUBLE FOOT                    | United States  | 75338714      | 2205322       | 8/11/1997        | 11/24/1998       |
| HANG TEN & DOUBLE FOOT                    | United States  | 73054947      | 1033976       | 6/12/1975        | 2/17/1976        |
| HANG TEN GOLD & Design                    | United States  | 85574568      | 4355049       | 3/20/2012        | 6/18/2013        |
| DOUBLE FOOT PRINT                         | United States  | 86096675      |               | 10/21/13         |                  |
| HANG TEN                                  | United States  | 86096982      |               | 10/21/13         |                  |
| DOUBLE FOOT PRINT DESIGN                  | United States  | 86096638      |               | 10/21/13         |                  |
| DOUBLE FOOT PRINT DESIGN                  | United States  | 86136210      |               | 12/5/13          |                  |
| DOUBLE FOOT PRINT DESIGN                  | United States  | 86136165      |               | 12/5/13          |                  |
| HANG TEN                                  | United States  | 86136126      |               | 12/5/13          |                  |
| HANG TEN                                  | United States  | 86132836      |               | 12/2/13          |                  |
| DOUBLE FOOT PRINT DEVICE                  | United States  | 86160564      |               | 1/8/14           |                  |
| DOUBLE FOOT PRINT DEVICE                  | United States  | 86166602      |               | 1/15/14          |                  |