

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABG-JONES, LLC, as Grantor		07/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	One Independence Center, 101 N Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	2637345	CITY JONES NEW YORK	
Registration Number:	4122385	EMPOWERING YOUR CONFIDENCE	
Registration Number:	3541348	INVISIBLE ESSENTIALS	
Registration Number:	3772021	J JONES NEW YORK	
Registration Number:	1684843	JNY	
Registration Number:	2197813	JNY	
Registration Number:	2205492	JNY	
Registration Number:	3948083	JNY	
Registration Number:	4668407	JNYWORKS: A STYLE SYSTEM	
Registration Number:	3988509	JONES&CO	
Registration Number:	2044843	JONES JEANS	
Registration Number:	1744614	JONES NEW YORK	
Registration Number:	1453268	JONES NEW YORK	
Registration Number:	1908984	JONES NEW YORK	
Registration Number:	1362051	JONES NEW YORK	
Registration Number:	1399556	JONES NEW YORK	
Registration Number:	0941013	JONES NEW YORK	
Registration Number:	1839782	JONES NEW YORK	
Registration Number:	1877680	JONES NEW YORK	
TRADEMARK			

OP \$915.00 2637345

Property Type	Number	Word Mark
Registration Number:	1665702	JONES NEW YORK
Registration Number:	1714571	JONES NEW YORK
Registration Number:	3593020	JONES NEW YORK
Registration Number:	3323702	JONES NEW YORK
Registration Number:	4171976	JONES NEW YORK
Registration Number:	3992334	JONES NEW YORK
Registration Number:	2980952	JONES NEW YORK COLLECTION
Registration Number:	4461028	JONES NEW YORK ELEMENTS
Registration Number:	3323662	JONES NEW YORK JEANS
Registration Number:	3029172	JONES NEW YORK PLATINUM
Registration Number:	2865154	JONES NEW YORK SIGNATURE
Registration Number:	2788818	JONES NEW YORK SPORT
Registration Number:	4053748	JONES NEW YORK. EMPOWERING YOUR CONFIDEN
Registration Number:	2861401	JONES STUDIO
Registration Number:	4207532	JONES STUDIO
Registration Number:	1905736	JONES WEAR
Registration Number:	1592094	JONES WEAR

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: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Ken Tan, Legal Assistant

SIGNATURE: /Michael Barys/

DATE SIGNED: 07/23/2015

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of July 21, 2015, is made by ABG-JONES, LLC (the “**Grantor**”) in favor of Bank of America, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of May 27, 2014, among the Grantor, the other grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not 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 and acceptance 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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 as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

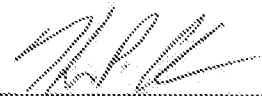
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

ABG-JONES, LLC

By: 
Name: Kevin Clarke
Title: Chief Financial Officer

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: *Maria A. McClain*


Name: Maria A. McClain

Title: Vice President

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005584 FRAME: 0035

SCHEDULE A

MARK	FILED	APPLICATION NUMBER	REGISTRATION DATE	REG NUMBER
CITY JONES NEW YORK	11/29/2000	78/036,960	10/15/2002	2,637,345
EMPOWERING YOUR CONFIDENCE	6/7/2010	85/056,376	4/3/2012	4,122,385
INVISIBLE ESSENTIALS	9/27/2007	77/290,641	12/2/2008	3,541,348
J JONES NEW YORK logo 	4/26/2007	77/166,523	4/6/2010	3,772,021
JNY	2/26/1990	74/033,134	4/28/1992	1,684,843
JNY	8/1/1997	75/334,177	10/20/1998	2,197,813
JNY	9/17/1997	75/358,689	11/24/1998	2,205,492
JNY	7/2/2007	77/220,102	4/19/2011	3,948,083
JNYWORKS: A STYLE SYSTEM	9/17/2013	86/066,766	1/6/2015	4,668,407
JONES & CO.	6/16/2010	85/064,324	7/5/2011	3,988,509
JONES JEANS	6/7/1995	74/685,505	3/11/1997	2,044,843
JONES NEW YORK	3/12/1992	74/254,881	1/5/1993	1,744,614
JONES NEW YORK	6/19/1986	73/604,940	8/18/1987	1,453,268
JONES NEW YORK	2/23/1994	74/493,787	8/1/1995	1,908,984
JONES NEW YORK	12/31/1984	73/515,942	9/24/1985	1,362,051
JONES NEW YORK	7/22/1985	73/549,488	7/1/1986	1,399,556
JONES NEW YORK	1/19/1970	72/348,952	8/15/1972	941,013
JONES NEW YORK	12/18/1991	74/231,949	6/14/1994	1,839,782
JONES NEW YORK	12/29/1993	74/475,151	2/7/1995	1,877,680
JONES NEW YORK	8/27/1990	74/091,254	11/26/1991	1,665,702
JONES NEW YORK	3/15/1991	74/148,202	9/8/1992	1,714,571
JONES NEW YORK	4/28/2005	78/618,624	3/17/2009	3,593,020
JONES NEW YORK	3/19/2007	77/134,607	10/30/2007	3,323,702
JONES NEW YORK	10/13/2008	77/591,094	7/10/2012	4,171,976
JONES NEW YORK	6/16/2010	85/064,220	7/12/2011	3,992,334
JONES NEW YORK COLLECTION	2/12/2004	78/366,986	8/2/2005	2,980,952
JONES NEW YORK ELEMENTS	9/22/2012	85/760,113	1/7/2014	4,461,028
JONES NEW YORK JEANS	3/7/2007	77/124,562	10/30/2007	3,323,662
JONES NEW YORK PLATINUM	1/19/2005	78/549,728	12/13/2005	3,029,172
JONES NEW YORK SIGNATURE	7/9/2003	78/272,140	7/20/2004	2,865,154

MARK	FILED	APPLICATION NUMBER	REGISTRATION DATE	REG NUMBER
JONES NEW YORK SPORT	9/26/2002	78/168,300	12/2/2003	2,788,818
JONES NEW YORK. EMPOWERING YOUR CONFIDENCE	6/7/2010	85/056,405	11/8/2011	4,053,748
JONES STUDIO	9/26/2002	78/168,308	7/6/2004	2,861,401
JONES STUDIO	8/15/2011	85/397,947	9/11/2012	4,207,532
JONES WEAR	7/26/1994	74/554,004	7/18/1995	1,905,736
JONES WEAR	2/2/1989	73/778,414	4/17/1990	1,592,094

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

NY7136480.3

RECORDED: 07/23/2015

**TRADEMARK
REEL: 005584 FRAME: 0037**