

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YS GARMENTS, INC.		11/12/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK, AS ADMINISTRATIVE AGENT		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	MAIL CODE 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	COMMERCIAL BANK: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86613133	IDEAL T	
Serial Number:	86613126	IDEAL T	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	032A-224568		
NAME OF SUBMITTER:	JULIE CRAVITZ		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	11/17/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of November 12, 2015, by and between YS GARMENTS, INC., a California corporation ("Grantor"), and COMERICA BANK, as the Administrative Agent for and on behalf of the Lenders (as defined below) (in such capacity, the "Agent").

RECITALS

A. Grantor has entered into that certain Revolving Credit Agreement dated as of November 12, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time the "Credit Agreement") with each of the financial institutions party thereto (collectively, including their respective successors and assigns, the "Lenders") and the Agent pursuant to which the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to extend or to continue to extend financial accommodations to the Grantor, as provided therein. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement" and together with the Loan Agreement and the other Loan Documents described in the Loan Agreement, collectively, the "Loan Documents" ; capitalized terms used herein are used as defined in the Security Agreement) by Grantor in favor of Agent, Grantor has granted to Agent, for the benefit of Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Indebtedness, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Documents. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument

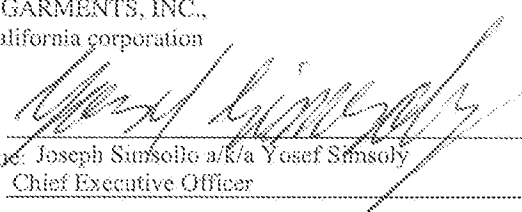
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
15730 S. Figueroa Street
Gardena, CA 90248

YS GARMENTS, INC.,
a California corporation

Attn: Joseph Simsoilo a/k/a Yosef Simsoily

By: 
Name: Joseph Simsoilo a/k/a Yosef Simsoily
Its: Chief Executive Officer

AGENT:

Address of Agent:
75 East Trimble Road, M/C 4770
San Jose, CA 95131

COMERICA BANK

Attn: Manager

By: _____
Its: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
15730 S. Figueroa Street
Gardena, CA 90248

YS GARMENTS, INC.,
a California corporation

Attn: _____

By: _____


Its: _____

AGENT:

Address of Agent:
75 East Trimble Road, M/C 4770
San Jose, CA 95131

COMERICA BANK

Attn: Manager

By:  _____

Its: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
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None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/(Application) Number</u>	<u>Registration/(Application) Date</u>
IDEAL T (with stylized form)	86613133	April 28, 2015
IDEAL T (with design)	86613126	April 28, 2015