

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443319

<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>
CREW KNITWEAR, LLC		05/04/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	333 South Grand Avenue, 12th Fl.		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5133199	B	
<b>Serial Number:</b>	86279085	AS WE ARE	
<b>Serial Number:</b>	86279079	ASWEARE	
<b>Registration Number:</b>	4936404	B BOBEAU COLLECTION	
<b>Registration Number:</b>	4651332	HIATUS	
<b>Registration Number:</b>	3927030	WALLPAPER	
<b>Registration Number:</b>	4688952	LALIST	
<b>Registration Number:</b>	4184228	SOUL CAKE	
<b>Registration Number:</b>	4195715	MOD LUSIVE	
<b>Registration Number:</b>	3726724	BOBEAU	
<b>Registration Number:</b>	3413007	HAPPENING IN THE PRESENT	
<b>Registration Number:</b>	3894919	LORAMENDI	
<b>Registration Number:</b>	3471527	H.I.P.	
<b>Registration Number:</b>	3471528	H.I.P. HAPPENING IN THE PRESENT	
<b>Registration Number:</b>	3836545	CAMEO APPEARANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 800-713-0755  
**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	09/15/2017

**Total Attachments: 14**  
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source=image2017-09-15-120307#page5.tif  
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source=image2017-09-15-120307#page14.tif

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

CREW KNITWEAR, LLC

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation
- Limited Liability Company

Citizenship: DE

Execution Date(s) May 4, 2017

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

No  
Name: WELLS FARGO BANK, NATIONAL ASSOCIATION

Internal Address:

Street Address: 333 South Grand Avenue, 12<sup>th</sup> Fl.

City: Los Angeles

State: CA

Country: USA      Zip: 90071

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card                      Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature: 

Signature

September 15, 2017

Date

Total number of pages including cover sheet, attachments, and document: 14

Gloria Sheehan  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of May 4, 2017, is made by **CREW KNITWEAR, LLC**, a limited liability company organized under the laws of the State of Delaware ("Grantor") in favor of **WELLS FARGO BANK NATIONAL ASSOCIATION** ("Lender"), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the "Credit Agreement"), by and between Grantor and Lender.

**WHEREAS**, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

**WHEREAS**, pursuant to that certain Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Security Agreement") as security for Grantor's obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

**WHEREAS**, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which

an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

CREW KNITWEAR, LLC, as Grantor

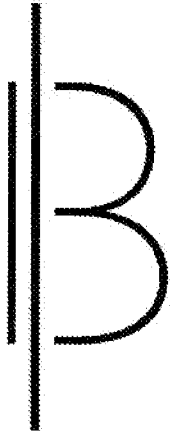
By:   
Name: CHRIS JUNG  
Title: CFO


AGREED TO AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Lender

By:   
Name: Christopher Rogers  
Title: Authorized Signatory

**SCHEDULE 1**  
**TRADEMARKS AND TRADEMARK APPLICATIONS**

JURISDICTION STATUS	TRADEMARK	APPLICATION NO. REGISTRATION NO.	APPLICATION DATE REGISTRATION DATE	CLASS(ES) GOOD(S)
USA Registered		87081668 5133199	June 23, 2016 January 31, 2017	25 Women's apparel, namely, women's tops, sweaters, cardigans, skirts, dresses, pants, shorts, leggings, jackets, vests, and loungewear.
USA Pending	AS WE ARE	86279085	May 12, 2014	25 Women's apparel, namely, women's tops, women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Pending	ASWEARE	86279079	May 12, 2014	25 Women's apparel, namely, women's tops.

				women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered		86744643 4936404	September 01, 2015 April 12, 2016	25 Women's apparel, namely, women's shirts, sweaters, skirts, dresses, pants and jackets.
USA Registered	HIATUS	86000015 4651332	July 1, 2013 December 9, 2014	25 Clothing, namely, shirts, blouses, skirts, pants, and dresses.
USA Registered	WALLPAPER	85038758 3927030	May 14, 2010 March 1, 2011	25 Women's apparel, namely, women's tops, women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA	LALIST	85321635	May 16, 2011	25 Women's



Registered		4688952	February 17, 2015	apparel, namely, women's tops, women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered	SOUL CAKE	85342109 4184228	June 9, 2011 July 31, 2012	25 Women's apparel, namely, women's tops, women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered	MOD LUSIVE	85342101 4195715	June 9, 2011 August 21, 2012	25 Women's apparel, namely, women's tops, women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered	BOBEAU	78802743 3726724	January 30, 2006 December 15, 2009	25 Women's, Men's and Children's Shirts, camp shirts, dress shirts, knit shirts, open-

				necked shirts, polo shirts, shirts for suits, short-sleeved or long-sleeved t-shirts, short-sleeved shirts, sweat shirts, t-shirts, crop tops, halter tops, tank tops, tops, Women's and children's skirts, skirts and dresses skirt suits, Women's, Men's and Children's pants, Capri pants, denim pants, jogging pants, leather pants, sweat pants, track pants, waterproof pants, Men's, Women's and Children's shorts, board shorts, fleece shorts, gym shorts, short sets, short trousers, walking shorts, Women's,
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				Men's and Children's Sweaters, turtleneck sweaters, mock turtle-neck sweaters, v-neck sweaters.
USA Registered	HAPPENING IN THE PRESENT	78771621 3413007	December 12, 2005 April 15, 2008	25 Women's, [ Men's ] and Children's Shirts, camp shirts, dress shirts, knit shirts, open-necked shirts, polo shirts, shirts for suits, short-sleeved or long-sleeved t-shirts, short-sleeved shirts, sweat shirts, T-shirts, crop tops, halter tops, tank tops, tops, Women's and children's skirts, skirts and dresses, skirt suits, Women's, [ Men's ] and Children's pants, Capri pants, denim pants, jogging pants, leather pants, sweat

				pants, track pants, waterproof pants, [ Men's, ] Women's and Children's shorts, board shorts, fleece shorts, gym shorts, short sets, short trousers, walking shorts, Women's, [ Men's ] and Children's Sweaters, turtleneck sweaters, mock turtle-neck sweaters, v-neck sweaters.
USA Registered	LORAMENDI	77808545 3894919	August 19, 2009 December 21, 2010	25 Women's apparel, namely, women's tops, women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered	H.I.P.	77345143 3471527	December 5, 2007 July 22, 2008	25 Clothing, namely, Women's, [ Men's ] and Children's

				Shirts, camp shirts, dress shirts, knit shirts, open-necked shirts, polo shirts, shirts for suits, short-sleeved or long-sleeved t-shirts, short-sleeved shirts, sweat shirts, t-shirts, crop tops, halter tops, tank tops, tops, Women's and children's skirts, skirts and dresses, skirt suits, Women's, [ Men's ] and Children's pants, Capri pants, denim pants, jogging pants, leather pants, sweat pants, track pants, waterproof pants, [ Men's, ] Women's and Children's shorts, board shorts, fleece shorts, gym shorts, short sets, short
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				trousers, walking shorts, Women's, [ Men's ] and Children's Sweaters, turtleneck sweaters, mock turtle-neck sweaters, v-neck sweaters.
USA Registered	H.I.P. HAPPENING IN THE PRESENT	77345161 3471528	December 5, 2007 July 22, 2008	25 Clothing, namely, Women's, [ Men's ] and Children's Shirts, camp shirts, dress shirts, knit shirts, open-necked shirts, polo shirts, shirts for suits, short-sleeved or long-sleeved t-shirts, short-sleeved shirts, sweat shirts, t-shirts, crop tops, halter tops, tank tops, tops, Women's and children's skirts, skirts and dresses, skirt suits, Women's, [ Men's ] and Children's pants, Capri

				<p>pants, denim pants, jogging pants, leather pants, sweat pants, track pants, waterproof pants, [ Men's, ] Women's and Children's shorts, board shorts, fleece shorts, gym shorts, short sets, short trousers, walking shorts, Women's, [ Men's ] and Children's Sweaters, turtleneck sweaters, mock turtle-neck sweaters, v-neck sweaters.</p>
<p>USA Registered</p>	<p>CAMEO APPEARANCE</p>	<p>77586251 3836545</p>	<p>October 6, 2008 August 24, 2010</p>	<p>25 Women's apparel, namely, women's tops, women's bottoms, women's jackets, dresses, skirts, shirts, dress shirts, t-shirts, tank tops.</p>

				blouses, pants, wraps, sweaters, hats.
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