

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN CONFIRMATORY TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IP HOLDINGS LLC		02/22/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		
Street Address:	500 ROSS STREET		
Internal Address:	12TH FLOOR		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0843245		
Registration Number:	1354246	FOG	
Registration Number:	5214287	LF	
Registration Number:	0858627	LONDON FOG	
Registration Number:	3437312		
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	1095 AVENUE OF THE AMERICAS, 26TH FLOOR		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	398177-157497		
NAME OF SUBMITTER:	MICHAEL RIEGO		
SIGNATURE:	/Michael Riego/		

CH \$140.00 0843245

DATE SIGNED:	02/23/2018
---------------------	------------

Total Attachments: 6

source=Iconix - Second Lien - TM Security Agreement - IP Holdings#page1.tif

source=Iconix - Second Lien - TM Security Agreement - IP Holdings#page2.tif

source=Iconix - Second Lien - TM Security Agreement - IP Holdings#page3.tif

source=Iconix - Second Lien - TM Security Agreement - IP Holdings#page4.tif

source=Iconix - Second Lien - TM Security Agreement - IP Holdings#page5.tif

source=Iconix - Second Lien - TM Security Agreement - IP Holdings#page6.tif

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE NOTE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE PARTIES HERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 22, 2018 (AS AMENDED, AMENDED AND RESTATED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), BY AND BETWEEN, CORTLAND CAPITAL MARKET SERVICES LLC, AS FIRST LIEN AGENT (THE “**FIRST LIEN AGENT**”), AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS SECOND LIEN NOTES TRUSTEE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN CONFIRMATORY TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN CONFIRMATORY TRADEMARK SECURITY AGREEMENT (the “**Agreement**”), effective as of February 22, 2018 is granted by **IP HOLDINGS LLC**, a Delaware limited liability company (“**Grantor**”) to **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking corporation, as Trustee and as the collateral agent (in such capacity, together with its successors and permitted assigns, herein called the “**Collateral Agent**”) for the Credit Parties.

WHEREAS, Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of February 22, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement and the Intercreditor Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located other than Excluded Property (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious

business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks or trademark applications set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill connected with use or symbolized by the Trademarks;

(iii) all proceeds, products, rents and profits of or from any and all of the Trademarks and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Trademarks; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement 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 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission

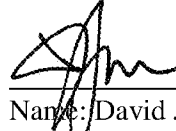
or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

IP HOLDINGS LLC

By:

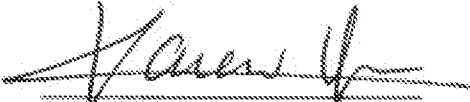


Name: David Jones

Title: Chief Financial Officer

Accepted and Agreed:

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
as the Collateral Agent

By: 
Name: Karen Yu
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006277 FRAME: 0965

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

<u>Mark</u>	<u>Owner</u>	<u>App Date</u>	<u>App #</u>	<u>Reg Date</u>	<u>Reg #</u>	<u>Status</u>
Tower Design	IP HOLDINGS LLC	12/28/1966	72261591	1/30/1968	843245	REGISTERED
FOG	IP HOLDINGS LLC	7/16/1984	73490193	8/13/1985	1354246	REGISTERED
LF (stylized logo)	IP HOLDINGS LLC	10/8/2008	77588174	5/30/2017	5214287	REGISTERED
LONDON FOG	IP HOLDINGS LLC	6/15/1967	72273966	10/15/1968	858627	REGISTERED
Tower Design (New)	IP HOLDINGS LLC	5/2/2007	77170676	5/27/2008	3437312	REGISTERED

Pending Trademark Applications:

None.