

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James Perse Enterprises, Inc.		04/20/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	2001 Bryan Street		
Internal Address:	10th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86174811	JAMES PERSE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jessica.bajada-silva@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP,C/O J. Bajada-Silva		
Address Line 1:	885 Third Ave		
Address Line 4:	New York City, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	059979-0004		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	04/20/2020		
Total Attachments: 6			
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**FIRST SUPPLEMENTAL
TRADEMARK SECURITY AGREEMENT**

This **FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**, dated as of April 20, 2020 (this "Supplemental Trademark Security Agreement"), is made by James Perse Enterprises, Inc. a California corporation (the "Grantor") in favor of The Bank of New York Mellon, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of July 29, 2014, as amended by Amendment No. 1 to Credit and Guaranty Agreement dated December 13, 2019 and Amendment No. 2 and Waiver to Credit and Guaranty Agreement dated April 20, 2020 by and among the Grantor, certain subsidiaries of the Grantor as guarantors thereto, the Administrative Agent, the Revolving Agent, the Collateral Agent, and the other banks and financial institutions from time to time party thereto (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and conditions set forth therein, to the Grantor; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Grantor under the Credit Agreement, the Grantor and certain other grantors entered into a Pledge and Security Agreement dated as of July 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between each of the Grantor, the other grantors and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, pursuant to the Pledge and Security Agreement, and in order to record the security interest in the Trademark Collateral granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office (the "USPTO"), the Grantor executed a Trademark Security Agreement, dated July 29, 2014, which was recorded with the USPTO on July 31, 2014 at Reel/Frame 5333/0664 (the "Trademark Security Agreement");

WHEREAS, in connection with the Amendment No. 2 and Waiver to Credit and Guaranty Agreement, the Grantor executed and delivered to the Collateral Agent a Reaffirmation Agreement, pursuant to which the Grantor reaffirmed its grant of a security interest in the Trademark Collateral;

WHEREAS, as of the date of the Trademark Security Agreement, the Trademark set forth on Schedule A hereto (the "Additional Trademark"), was excluded from the Trademark Collateral as it was an intent-to-use Trademark application;

WHEREAS, on August 15, 2017, the USPTO accepted the statement of use filed by the Grantor with respect to the Additional Trademark, and accordingly the Additional Trademark automatically became a part of the Trademark Collateral; and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute this Supplemental Trademark Security Agreement, in order to record the security interest in the Additional Trademark Collateral granted to the Collateral Agent for the benefit of the

Secured Parties with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Additional Trademark Collateral

The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in and to the following property (collectively, the "Additional Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations: the Trademark set forth on Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Additional Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS SUPPLEMENTAL 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 CONFLICT OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 5. Counterparts

This Supplemental Trademark Security Agreement may be executed by one or more of the parties to this Supplemental Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Supplemental Trademark Security Agreement by facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

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

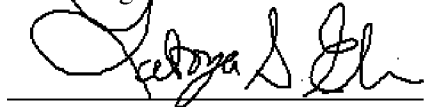
JAMES PERSE ENTERPRISES, INC.,
as Grantor

By: DocuSigned by:
James Perse
Name: James Perse
Title: President, Chief Executive Officer and Secretary

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: _____



Name: Latoya S Elvin

Title: Vice President

SCHEDULE A
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
JAMES PERSE	86174811 1/24/2014	5291296 9/19/2017	REGISTERED	James Perse Enterprises, Inc.