

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Takeback)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Joseph A. Bank Mfg. Co., Inc.		03/05/2021	Corporation: DELAWARE
The Men's Wearhouse, LLC		03/05/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB		
Street Address:	500 Delaware Avenue		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6240081	1905 CUSTOM EXPRESS	
Serial Number:	90380186	EGARA	
Serial Number:	90419236	TRAVEL TECH	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	06400-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	03/05/2021		

CH \$90.00 6240081

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 5, 2021 (this “Agreement”), by THE JOSEPH A. BANK MFG. CO., INC., a Delaware corporation (“JAB”) and THE MEN’S WEARHOUSE, LLC, a Texas limited liability company (“TMW” together with JAB, the “Grantors”), in favor of Wilmington Savings Fund Society, FSB, as Administrative Agent (the “Administrative Agent”).

Reference is made to (a) Senior Term Credit Agreement dated as of December 1, 2020 (as amended by that certain Amendment No. 1, dated as of March 5, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among New TMW LLC, a Delaware limited liability company (“Parent”), The Men’s Wearhouse, LLC, a Texas limited liability company (the “Borrower”), the Guarantors party thereto, the Lenders from time to time party thereto and the Administrative Agent and (b) the Guarantee and Collateral Agreement dated as of December 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Parent, the Borrower, the other Loan Parties from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors, pursuant to the Collateral Agreement, did, and hereby do, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, common law marks, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, (iv) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including damages or payments for past or future infringements for any of the foregoing, (v) the right to sue for past, present, and future infringements of any of the foregoing, and (vi) all rights corresponding or equivalent to any of the foregoing subsections (i) through (v) anywhere in the world; and

(b) all exclusive licenses of Trademarks under which such Grantor is a licensee, including those listed on Schedule I.

Notwithstanding the foregoing in no event shall Trademark Collateral include “intent-to-use” trademark or service mark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

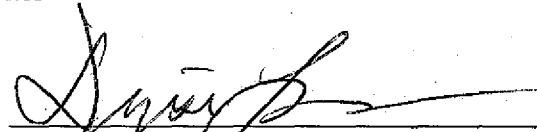
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE JOSEPH A. BANK MFG. CO., INC.,
as Grantor

By:



Name: Dinesh Lathi

Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007213 FRAME: 0353

THE MEN'S WEARHOUSE, LLC, as Grantor

By: 

Name: Dinesh Latta

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent

By: John McNichol
Name: John McNichol
Title: Trust Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007213 FRAME: 0355

SCHEDULE I

Registered

<u>Owner</u>	<u>Mark</u>	<u>Status</u>	<u>Application No. / Registration No.</u>	<u>Filing Date</u>
The Joseph A. Bank Mfg. Co., Inc.	1905 CUSTOM EXPRESS	Registered	6240081	16-MAR-2018

Applications

<u>Owner</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Date</u>
The Men's Wearhouse, LLC	EGARA	90380186	Dec. 14, 2020
The Joseph A. Bank Mfg. Co., Inc.	TRAVEL TECH	90419236	Dec. 31, 2020