

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI53396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOORES THE SUIT PEOPLE CORP.		02/26/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn Street		
Internal Address:	Floor L2N Mailcode: IL1-0874		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6976489	MOORES	
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:	2129061200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M Amaru		
Address Line 1:	c/o Latham & Watkins LLP		
Address Line 2:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0578		
NAME OF SUBMITTER:	Angela Amaru		
SIGNATURE:	Angela Amaru		
DATE SIGNED:	02/27/2024		
Total Attachments: 10			
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of February 26, 2024 (this “Agreement”), among THE MEN’S WEARHOUSE, LLC, a Texas limited liability company (the “Borrower”), THE JOSEPH A. BANK MFG. CO., INC., a Delaware corporation, K&G MEN’S COMPANY LLC, a Delaware limited liability company, MOORES THE SUIT PEOPLE CORP., a corporation organized under the laws of the Province of Nova Scotia (each a “Grantor” and collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among New TMW LLC, a Delaware limited liability company (the “Parent”), the Borrower, the Holdco Guarantors, the Lenders from time to time party thereto and the Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and 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 1.02 through Section 1.08 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, each Grantor pursuant to the Collateral Agreement did, and hereby does, 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 “Patent and Trademark Collateral”):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I, (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, (iii) 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, (iv) the right to sue for past, present, and future infringements of any of the foregoing, and (v) all rights corresponding or equivalent to any of the foregoing subsections (i) through (iv) anywhere in the world; and

(b) (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 registrations and applications in the United States Patent and Trademark Office 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.

Notwithstanding the foregoing in no event shall Patent and Trademark Collateral include “intent-to-use” trademark or service mark applications prior to the filing and acceptance 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and 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.

[Remainder of page intentionally left blank; signature pages follow]

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

THE MEN'S WEARHOUSE, LLC
THE JOSEPH A. BANK MFG. CO., INC.
K&G MEN'S COMPANY LLC
MOORES THE SUIT PEOPLE CORP.

DocuSigned by:
By: Brandy Richardson
Name: Brandy Richardson
Title: Executive Vice President, Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Blakely Engel
Name: Blakely Engel
Title: Executive Director

SCHEDULE I

U.S. Issued Patents

Title	Status	Application No.	Patent No.	Filing Date	Owner
CLOTHING PACKAGING	Issued	29/573,493	D814925	Aug 5, 2016	The Men's Wearhouse, LLC ¹
CLOTHING PACKAGING	Issued	29/592,852	D825328	Feb 2, 2017	The Men's Wearhouse, LLC ²

U.S. Patent Applications

None.

¹ Evidence of name change and conversion will be filed with the USPTO.

² Evidence of name change and conversion will be filed with the USPTO.

SCHEDULE II

U.S. Trademark Registrations and Applications

Mark	Status	Application No. / Registration No.	Owner
AFTER HOURS	Registered (Renewed)	2396130	The Men's Wearhouse, LLC
AFTER HOURS	Registered (Renewed)	1267287	The Men's Wearhouse, LLC
AFTER HOURS FORMALWEAR	Registered (Renewed)	3011207	The Men's Wearhouse, LLC
AFTER HOURS FORMALWEAR & Design	Registered (Renewed)	2968432	The Men's Wearhouse, LLC
BANK ACCOUNT	Registered	5069889	The Joseph A. Bank Mfg. Co., Inc.
BANK ACCOUNT REWARDS	Registered	5060129	The Joseph A. Bank Mfg. Co., Inc.
BLACK TIE SERVICE	Registered (Renewed)	3143503	The Men's Wearhouse, LLC
CUSTOM BY YOU stylized	Registered	5687046	The Men's Wearhouse, LLC
1905 CUSTOM EXPRESS	Registered	6240081	The Joseph A. Bank Mfg. Co., Inc.
CUSTOM EXPRESS 1905	Registered	6040449	The Joseph A. Bank Mfg. Co., Inc.
Shield Design Only	Registered	6493576	The Joseph A. Bank Mfg. Co., Inc.
DESIGNED BY YOU CRAFTED BY US	Registered	5388573	The Men's Wearhouse, LLC
EGARA	Registered	6500011	The Men's Wearhouse, LLC
GINGISS FORMALWEAR & Design	Registered (Renewed)	3193810	The Men's Wearhouse, LLC
GUY'D LINES	Registered (Renewed)	2840595	The Men's Wearhouse, LLC
I GUARANTEE IT!	Registered	6889821	The Men's Wearhouse, LLC
I GUARANTEE IT!	Registered (Renewed)	2121497	The Men's Wearhouse, LLC
JOS. A. BANK	Registered (Renewed)	1337264	The Joseph A. Bank Mfg. Co., Inc.
JOS. A. BANK	Registered (Renewed)	1182109	The Joseph A. Bank Mfg. Co., Inc.
JOS. A. BANK 1905	Registered	5198017	The Joseph A. Bank Mfg. Co., Inc.
JOS. A. BANK RESERVE	Registered	5215142	The Joseph A Bank MFG. Co., Inc.

Mark	Status	Application No. / Registration No.	Owner
JOS. A. BANK SUIT CHALLENGE	Registered (Did not Renew on Dec 5, 2023)	5351403	The Joseph A. Bank Mfg. Co., Inc.
JOS. A. BANK V.I.P.	Registered (Renewed)	2854305	The Joseph A. Bank Mfg. Co., Inc.
JOS. A. BANK VACATION IN PARADISE	Registered (Did not Renew on Sep 23, 2023)	2767513	The Joseph A. Bank Mfg. Co., Inc.
JOSEPH & FEISS	Registered (Renewed)	4935496	The Men's Wearhouse, LLC
JOSEPH & FEISS	Registered (Renewed)	1537450	The Men's Wearhouse, LLC.
JOSEPH & FEISS	Registered (Renewed)	0840537	The Men's Wearhouse, LLC
K & G	Registered (Renewed)	3180573	K&G Men's Company LLC
K & G	Registered (Renewed)	2454543	K&G Men's Company LLC
K & G	Registered (Renewed)	2329603	K&G Men's Company LLC
K & G FASHION (And Design)	Registered	6142104	K&G Men's Company LLC
K & G FASHION SUPERSTORE	Registered (Renewed)	2970392	K&G Men's Company LLC
K & G FOR MEN. FOR LESS.	Registered (Did not Renew on Sept 2, 2023)	2759790	K&G Men's Company LLC
K&G REWARDS	Registered (Renewed)	3471447	K&G Men's Company LLC
KILBURNE & FINCH	Registered	5915109	K&G Men's Company LLC
KO EGARA	Registered	3897650	The Men's Wearhouse, LLC
KO EGARA & Design	Registered	4769811	The Men's Wearhouse, LLC
KO EGARA & Design	Registered	4023622	The Men's Wearhouse, LLC
LINEA UOMO	Registered (Renewed) (Supplemental)	2801539	K&G Men's Company LLC
LINEA UOMO & Design	Registered (Did not Renew on Sep 2, 2023)	2760180	K&G Men's Company LLC
LINEAGE	Registered (Renewed)	2043876	K&G Men's Company LLC
LU LINEA UOMO	Registered	5064875	K&G Men's Company LLC

Mark	Status	Application No. / Registration No.	Owner
M W & Design (New Logo, black and white)	Registered (Renewed)	3149783	The Men's Wearhouse, LLC
M W MWCLEANERS & Design	Registered (Renewed)	3143336	The Men's Wearhouse, LLC
MADE TO MATTER	Registered	7006525	The Joseph A. Bank Mfg. Co., Inc.
MADE TO MATTER	Registered	4353891	The Joseph A. Bank Mfg. Co., Inc.
MADE TO MATTER	Registered	6860056	The Joseph A. Bank Mfg. Co., Inc.
MEN'S WEARHOUSE	Registered	4632483	The Men's Wearhouse, LLC
MEN'S WEARHOUSE	Registered (Renewed)	3194243	The Men's Wearhouse, LLC
MEN'S WEARHOUSE	Registered (Renewed)	1672903	The Men's Wearhouse, LLC
MEN'S WEARHOUSE	Registered (Renewed)	2374245	The Men's Wearhouse, LLC
MEN'S WEARHOUSE AND TUX	Registered (Renewed)	3798222	The Men's Wearhouse, LLC
MEN'S WEARHOUSE MW & Design	Registered (Renewed)	2367145	The Men's Wearhouse, LLC
MEN'S WEARHOUSE MW & Design	Registered (Renewed)	2448040	The Men's Wearhouse, LLC
MEN'S WEARHOUSE SUIT DRIVE (and Design)	Registered	5860242	The Men's Wearhouse, LLC
MITCHELL'S FORMAL WEAR & Design	Registered	1479687	The Men's Wearhouse, LLC
MOORES	Registered	6976489	Moore's The Suit People Corp./Vetements Pour Hommes Moore's Corp.
MW & Design (new circle logo)	Registered	5470165	The Men's Wearhouse, LLC
MW & Design (new circle logo)	Registered	7297051	The Men's Wearhouse, LLC
MW & Design (new circle logo)	Pending	97613322	The Men's Wearhouse, LLC
MW CLEAN CLOSET & DESIGN(Bowtie) (Child) (Design)	Registered (Did not Renew on Feb 6, 2024)	5398195	The Men's Wearhouse, LLC
MW CLEAN CLOSET & DESIGN(Locker) (Child) (Design)	Registered (Did not Renew on Feb 6, 2024)	5398196	The Men's Wearhouse, LLC
MW CLEANERS	Registered (Renewed)	3163585	The Men's Wearhouse, LLC
MW CLEANERS & Design	Registered (Renewed)	3160709	The Men's Wearhouse, LLC
MW TUX & Design (MW logo)	Registered (Renewed)	3441820	The Men's Wearhouse, LLC

Mark	Status	Application No. / Registration No.	Owner
MWCLEANERS (Stylized) (New Logo)	Registered (Renewed)	3155007	The Men's Wearhouse, LLC
MWTUX	Registered (Renewed)	3458726	The Men's Wearhouse, LLC
OFF THE CUFF	Registered	6169716	The Men's Wearhouse, LLC
PAULO SOLARI	Registered	5719406	K&G Men's Company LLC
PAULO SOLARI	Registered	1476932	K&G Men's Company LLC
PERFECT FIT	Registered	3859235	The Men's Wearhouse, LLC
PROM AS YOU ARE	Registered	6192422	The Men's Wearhouse, LLC
PRONTO-UOMO	Registered (Renewed)	2646478	The Men's Wearhouse, LLC
PRONTO-UOMO	Registered (Renewed)	2732778	The Men's Wearhouse, LLC
PRONTO-UOMO	Registered (Renewed)	1646078	The Men's Wearhouse, LLC.
S&K AMERICA'S SUIT STORE & Design	Registered (Renewed)	2274160	The Men's Wearhouse, LLC
SMALLS FORMAL WEAR	Registered (Renewed)	1518539	The Men's Wearhouse, LLC
THE ART OF CUSTOM	Registered (Did not Renew on Sep 5, 2023)	5280668	The Men's Wearhouse, LLC
THE MEN'S WEARHOUSE	Registered (Renewed)	1521918	The Men's Wearhouse, LLC
THE NEW TRADITION SINCE 1905	Registered (Did not Renew on Aug 1, 2023)	5254062	The Joseph A. Bank Mfg. Co., Inc.
THE SUIT WAREHOUSE	Registered (Renewed) (Supplemental)	2458708	The Men's Wearhouse, LLC.
THE SUIT WAREHOUSE & Design	Registered (Renewed)	2628470	The Men's Wearhouse, LLC
THREADWORTHY	Registered	6206105	The Men's Wearhouse, LLC
TODAY'S MAN	Registered (Renewed)	1194483	The Men's Wearhouse, LLC.
TODAY'S MAN	Registered (Renewed)	1116883	The Men's Wearhouse, LLC
TRAVEL TECH (And Design)	Registered	6709908	The Joseph A. Bank Mtg. Co., Inc.
WE GUARANTEE IT!	Registered (Renewed)	3035841	The Men's Wearhouse, LLC
WE GUARANTEE IT!	Registered (Renewed)	3152080	The Men's Wearhouse, LLC
WED YOUR WAY	Registered	6192421	The Men's Wearhouse, LLC

Mark	Status	Application No. / Registration No.	Owner
WILKE RODRIGUEZ	Registered	3992341	The Men's Wearhouse, LLC
WR WILKE-RODRIGUEZ & Design (Name in Initial Caps)	Registered (Renewed)	1535407	The Men's Wearhouse, LLC
YOU'RE GOING TO LIKE THE WAY YOU LOOK	Registered	5667136	The Men's Wearhouse, LLC
YOU'RE GOING TO LIKE THE WAY YOU LOOK	Registered (Renewed)	2287625	The Men's Wearhouse, LLC