

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1278097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GABRIELLE STUDIO, INC.		06/04/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	270 Park Avenue, Attn:ABL Portfolio Manager		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	98508109	MODERN ICONS	
Serial Number:	97838827	DKNY THE OFFICIAL UNIFORM OF NEW YORK DKNY SPORT	
Serial Number:	97318138	DKNY	
Serial Number:	90540398	THE OFFICIAL UNIFORM OF NEW YORK	
Serial Number:	90324868	DKNY	
Serial Number:	90318010	D D	
Serial Number:	90979793	DKNY	
Serial Number:	90154267	CASUAL LUXE	
Serial Number:	88938016	DKNYC	
Serial Number:	88431194	SEVEN EASY PIECES	
Serial Number:	88979093	DONNA KARAN	
Serial Number:	88118130	DKNY	
Serial Number:	88070443	DONNA KARAN	
Serial Number:	87776571	SYSTEM OF DRESSING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		

CH \$365.00.00 98508109

Email: heather.poitras@lw.com
Correspondent Name: Heather Poitras
Address Line 1: c/o Latham & Watkins LLP
Address Line 2: 330 North Wabash Avenue, Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0152

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: Heather Poitras

DATE SIGNED: 06/05/2024

Total Attachments: 7

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the ABL/Fixed Asset Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the ABL/Fixed Asset Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 7, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among G-III Apparel Group, Ltd., JPMorgan Chase Bank, N.A., as ABL Collateral Agent and U.S. Bank National Association, as Fixed Asset Collateral Agent and certain other persons party or that may become party thereto from time to time. 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.

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 4, 2024, between GABRIELLE STUDIO, INC., a New York corporation (the “Grantor”), and JPMORGAN CHASE BANK, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS pursuant to the terms of that certain Third Amended and Restated Credit Agreement, dated as June 4, 2024 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the borrowers from time to time party thereto (the “Borrowers”), the loan guarantors from time to time party thereto (the “Loan Guarantors”; and together with the Borrowers, the “Loan Parties”), the lenders from time to time party thereto (the “Lenders”), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties;

WHEREAS pursuant to that certain Third Amended and Restated Pledge and Security Agreement, dated as of June 4, 2024 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other Loan Parties from time to time party thereto and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest and continuing lien on all of the Grantor’s right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor, as Guarantor, under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of the Grantor’s right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby pledges, assigns, and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks, including (a) the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world. (collectively, the “Trademark Collateral”). Notwithstanding the foregoing, the Trademark Collateral does not include any “intent-to-use” trademark or service mark applications 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.

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that (i) the Commissioner for Trademarks and any other applicable United States government officer and (ii) the Canadian Intellectual Property Office record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

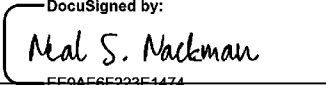
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:



GABRIELLE STUDIO, INC.

By: 
Name: Neal S. Nackman
Title: Secretary and Treasurer

ADMINISTRATIVE AGENT:
JPMORGAN CHASE BANK, N.A.

By: 
Name: Gene Riego de Dios
Title: Executive Director

SCHEDULE A
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
MODERN ICONS	98508109	18-APR-2024	n/a	n/a	Gabrielle Studio, Inc
DKNY THE OFFICIAL UNIFORM OF NEW YORK DKNY SPORT (and Design) 	97838827	14-MAR-2023	7249331	19-DEC-2023	Gabrielle Studio, Inc
DKNY	97318138	17-MAR-2022	6852573	20-SEP-2022	Gabrielle Studio, Inc
THE OFFICIAL UNIFORM OF NEW YORK	90540398	22-FEB-2021	7069134	30-MAY-2023	Gabrielle Studio, Inc
DKNY	90324868	17-NOV-2020	6673653	15-MAR-2022	Gabrielle Studio, Inc
D D (and Design) 	90318010	13-NOV-2020	6860295	27-SEP-2022	Gabrielle Studio, Inc
DKNY	90979793	14-OCT-2020	7134116	08-AUG-2023	Gabrielle Studio, Inc
CASUAL LUXE	90154267	02-SEP-2020			Gabrielle Studio, Inc
DKNYC	88938016	28-MAY-2020	6828277	23-AUG-2022	Gabrielle Studio, Inc
SEVEN EASY PIECES	88431194	15-MAY-2019	6456268	17-AUG-2021	Gabrielle Studio, Inc
DONNA KARAN	88979093	22-OCT-2018	6241753	05-JAN-2021	Gabrielle Studio, Inc
DKNY	88118130	14-SEP-2018	6403925	29-JUN-2021	Gabrielle Studio, Inc
DONNA KARAN	88070443	08-AUG-2018	6403911	29-JUN-2021	Gabrielle Studio, Inc
SYSTEM OF DRESSING	87776571	30-JAN-2018	6502568	28-SEP-2021	Gabrielle Studio, Inc

CANADIAN TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
DKNY	2077693	14-JAN-2021	n/a	n/a	Gabrielle Studio, Inc