

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sea Island Clothiers, LLC		11/21/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX CORPORATE CAPITAL INC., as Administrative Agent
Street Address:	1717 Main Street
Internal Address:	Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1282552	J.MCLAUGHLIN
Registration Number:	1996010	J. MAC
Registration Number:	3123298	J. MCLAUGHLIN
Serial Number:	85312021	J. MCLAUGHLIN
Serial Number:	85312029	J. MCLAUGHLIN
Serial Number:	85312008	JMCL

CORRESPONDENCE DATA

Fax Number: (312)863-7827
 Phone: 312-201-3927
 Email: rebecca.silva@goldbergekohn.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Rebecca Silva, Paralegal
 Address Line 1: c/o Goldberg Kohn Ltd.

OP \$165.00 1282552

Address Line 2: 55 E. Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6475.011
NAME OF SUBMITTER:	Rebecca Silva
Signature:	/rebeccasilva/
Date:	11/21/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of November 21, 2011, by Sea Island Clothiers, LLC, a Delaware limited liability company("Grantor"), in favor of ORIX CORPORATE CAPITAL INC., as administrative agent (together with its successors and assigns in such capacity, "Agent") for the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Sea Island Clothiers Holdings, LLC, a Delaware limited liability company, Agent and various others financial institutions party thereto from time to time ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaces, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to issue Lender Letters of Credit for the benefit of Grantor and certain of Grantor's affiliates;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Lender Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, together with certain of Grantor's affiliates, shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Collateral Agreement) including, but not limited to, the United States federally registered Trademarks referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

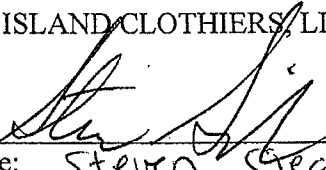
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]

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.

SEA ISLAND CLOTHIERS, LLC

By: 
Name: Steven Stegler
Title: President b CEO

ACCEPTED AND ACKNOWLEDGED BY:

ORIX CORPORATE CAPITAL INC.,
as Administrative Agent

By: _____
Name: _____
Title: _____

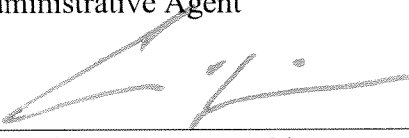
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SEA ISLAND CLOTHIERS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

ORIX CORPORATE CAPITAL INC.,
as Administrative Agent

By:  _____
Name: Christopher L. Smith
Title: Authorized Representative

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
J.MCLAUGHLIN & Design 	U.S. Federal	73/367943 6/4/1982	1282552 6/19/1984	Sea Island Clothiers, LLC	Registered
J. MAC	U.S. Federal	74/557182 8/4/1994	1996010 8/20/1996	Sea Island Clothiers, LLC	Registered
J. MCLAUGHLIN	U.S. Federal	78/674235 7/20/2005	3123298 8/1/2006	Sea Island Clothiers, LLC	Registered
J. MCLAUGHLIN (Stylized Letters) 	U.S. Federal	85/312021 5/4/2011		Sea Island Clothiers, LLC	Pending
J. MCLAUGHLIN & Design 	U.S. Federal	85/312029 5/4/2011		Sea Island Clothiers, LLC	Pending
JMCL (Stylized Letters) 	U.S. Federal	85/312008 5/4/2011		Sea Island Clothiers, LLC	Pending