

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SJ Trademark, LLC		06/07/2013	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Hampshire Group, Limited		
Street Address:	114 West 41st Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3939197	SCOTT JAMES	
Serial Number:	85704991	SCOTT JAMES	
Serial Number:	85818242	SCOTT JAMES	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5767		
Email:	Perry@BlankRome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	140999-00103		

OP \$90.00 3939197

NAME OF SUBMITTER:	David M. Perry
Signature:	/David M. Perry/
Date:	06/10/2013
Total Attachments: 7 source=IP Pledge Agreement (IP Security Agreement)#page1.tif source=IP Pledge Agreement (IP Security Agreement)#page2.tif source=IP Pledge Agreement (IP Security Agreement)#page3.tif source=IP Pledge Agreement (IP Security Agreement)#page4.tif source=IP Pledge Agreement (IP Security Agreement)#page5.tif source=IP Pledge Agreement (IP Security Agreement)#page6.tif source=IP Pledge Agreement (IP Security Agreement)#page7.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks) (this “Agreement”) is made as of this 7th day of June, 2013 by **SJ TRADEMARK, LLC**, a Minnesota limited liability company (the “Grantor”) in favor of **HAMPSHIRE GROUP, LIMITED**, a Delaware corporation (“Hampshire”):

W I T N E S S E T H

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated as of even date herewith (as amended, modified, supplemented or restated from time to time, the “Purchase Agreement”), by and among the Grantor and Scott James Company, LLC, as purchasers (sometimes referred to herein as “Purchasers”), Hampshire, as seller, and Scott Kuhlman, the sole member and owner of Purchasers, pursuant to which Hampshire has agreed to sell and assign to Purchasers, and Purchasers have agreed to purchase and assume from Hampshire, certain assets of Hampshire, upon the terms and subject to the conditions specified in the Purchase Agreement; and

WHEREAS, Grantor has granted to Hampshire, a security interest in certain trademarks, together with the goodwill of the business symbolized by such trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under Section 1.04(a)(iii) (and, as applicable, 1.05), of the Purchase Agreement (the “Obligations”);

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

(a) Incorporation of Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Hampshire shall be in addition to any rights and remedies granted under the Purchase Agreement and any related documents, instruments or agreements, under the Uniform Commercial Code as now or hereafter in effect in the State of New York, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Trademarks (as defined below) by any available judicial procedure and/or to take possession of and sell any or all of the Trademarks with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement.

(b) Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Hampshire, and hereby reaffirms its prior grant pursuant to the Purchase Agreement, of a continuing security interest in Grantor’s entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark (including registrations and applications) listed on Schedule I annexed hereto (such trademarks referred to as the “Trademarks”), together with all products, proceeds, substitutions, and accessions of or to any of such Trademarks (and any improvements, modifications or other intellectual property rights derived therefrom or based thereon), and any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

(c) Rights Upon Default and Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies under this Agreement and the Purchase Agreement, Hampshire may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York with respect to the Trademarks, in addition to which Hampshire may sell, license, assign, transfer, or otherwise dispose of the Trademarks, subject to those restrictions to which Grantor is subject under applicable law and by contract. Grantor hereby authorizes and empowers Hampshire, its successors and assigns, and any officer or agent of Hampshire as Hampshire may select in its exclusive discretion, as Grantor’s true and lawful attorney-in-fact, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Hampshire to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Hampshire to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1**. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement and until all Obligations are indefeasibly paid and satisfied in full.

(d) Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Hampshire.

(e) Applicable Law. This Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any action arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the city of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such Action. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE

UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SJ TRADEMARK, LLC

By: 
Name: Scott Korman
Title: CEO

Agreed and Accepted:

HAMPSHIRE GROUP, LIMITED

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SJ TRADEMARK, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted:

HAMPSHIRE GROUP, LIMITED

By: *Paul M. Buxbaum*
Name: PAUL M. BUXBAUM
Title: CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)]

TRADEMARK
REEL: 005043 FRAME: 0917

SCHEDULE I

TRADEMARK REGISTRATIONS

Registered Trademarks

SCOTT JAMES - Registration Number 3939197

Trademark Applications

SCOTT JAMES – Filed August 16, 2012; Serial Number 85704991

SCOTT JAMES – Filed January 8, 2013; Serial Number 85818242

SJ BY SCOTT JAMES – application in process

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof (“Trademarks”) which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks) dated June __, 2013 between Grantor and Hampshire Group, Limited, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: