

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABG HMX, LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1859751	ALEX
Registration Number:	1445272	ALUMNI
Registration Number:	3385982	B. CHYLL
Registration Number:	3402470	B.CHYLL
Registration Number:	3186545	BARRIE PACE
Registration Number:	3231269	BLUE HOUSE DRIVE
Registration Number:	1807678	DASH
Registration Number:	3306091	EXCLUSIVELY MISOOK
Registration Number:	3637555	EYE
Registration Number:	3552077	GARDEN OF EARTHLY DELIGHTS
Registration Number:	1788257	GILBERT & LODGE
Registration Number:	3327634	GOLD HART SCHAFFNER MARX
Registration Number:	2935823	HART SCHAFFNER MARX
Registration Number:	2975984	HART SCHAFFNER MARX

TRADEMARK

Registration Number:	3979654	HART SCHAFFNER MARX HSM 1887 1887
Registration Number:	1436523	HAWKSLEY & WIGHT
Registration Number:	3979653	HF INTEGRITAS VENERATIO
Registration Number:	3034304	HF HICKEY FREEMAN
Registration Number:	3030363	HICKEY
Registration Number:	4335217	HICKEY
Registration Number:	3903510	HICKEY FREEMAN
Registration Number:	4335254	HICKEY FREEMAN
Registration Number:	3979652	HICKEY FREEMAN ESTABLISHED 1899 HF INTEG
Registration Number:	3327635	HSM TRAVELOR
Registration Number:	3828954	M MONARCHY
Registration Number:	3338650	M MONARCHY
Registration Number:	3575489	MANCHESTER ESC.
Registration Number:	2207406	MATTEO MAAS
Registration Number:	3327645	
Registration Number:	4095435	MNRKY
Registration Number:	3131717	MONARCHY
Registration Number:	2881267	NATURALIFE
Registration Number:	0798121	PALM BEACH
Registration Number:	3429561	PALM BEACH
Registration Number:	2958126	PALM BEACH PRECISION FIT
Registration Number:	3334079	PB BY PALM BEACH
Registration Number:	2171355	RACQUET CLUB
Registration Number:	3614377	RESTORATION OF THE MONARCHY
Registration Number:	2965150	SANSABELT
Registration Number:	3276807	SOOS BY MISOOK
Registration Number:	4199453	STREETS OF GEORGETOWN
Registration Number:	3521774	THE PURSUIT OF HARMONY
Registration Number:	3521776	THE PURSUIT OF HARMONY
Registration Number:	3327644	TRAVELOR HART SCHAFFNER MARX
Registration Number:	3006312	WÖRN
Registration Number:	3361499	ZOOEY
Registration Number:	3361500	ZOOEY
Registration Number:	3463414	ZOOEY BY ALICE HELLER
Registration Number:	2939248	PALLESCO

2956588

SOCIETY BRAND, LTD.

CORRESPONDENCE DATA

Fax Number: 8322393600

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 832-239-3828

Email: aliou@JonesDay.com, pcyingier@jonesday.com

Correspondent Name: H. Albert Liou

Address Line 1: 717 Texas Avenue, Suite 3300

Address Line 2: JONES DAY

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:

601755-185043-HMX/KEY

NAME OF SUBMITTER:

H. Albert Liou

Signature:

/H. Albert Liou/

Date:

07/25/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 28, 2013 (this "Agreement"), between ABG HMX, LLC, a Delaware limited liability company (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

The Assignor is a party to a Pledge and Security Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Assignor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral"):

- (i) any U.S. trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature now held or hereafter acquired by the Assignor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all extensions and renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Assignor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance 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. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

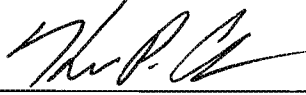
Section 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ABG HMX, LLC

By: _____

Name: Kevin Clarke

Title: Secretary, CFO & COO of ABG Intermediate Holdings 2 LLC, sole member of ABG HMX, LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

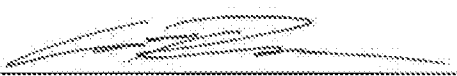
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ABG HMX, LLC

By: _____
Name: Kevin Clarke
Title: Secretary, CFO & COO of ABG
Intermediate Holdings 2 LLC,
sole member of ABG HMX,
LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Ari Deutchman
Title: Vice President

to Trademark Security Agreement

Trademark	Application No.	Application Date	Registration No.	Registration Date
ALEX	74069031	14-Jun-90	1859751	25-Oct-94
ALUMNI	73616539	22-Aug-86	1445272	30-Jun-87
B. CHYLL	77028414	24-Oct-06	3385982	19-Feb-08
B.CHYLL	77033097	31-Oct-06	3402470	25-Mar-08
BARRIE PACE	78784953	4-Jan-06	3186545	19-Dec-06
BLUE HOUSE DRIVE	78654188	20-Jun-05	3231269	17-Apr-07
DASH	74371727	25-Mar-93	1807678	30-Nov-93
EXCLUSIVELY MISOOK	77090167	24-Jan-07	3306091	9-Oct-07
EYE	77435523	31-Mar-08	3637555	16-Jun-09
GARDEN OF EARTHLY DELIGHTS	78904039	8-Jun-06	3552077	23-Dec-08
GILBERT & LODGE	74345204	4-Jan-93	1788257	17-Aug-93
GOLD HART SCHAFFNER MARX	78858582	11-Apr-06	3327634	30-Oct-07
HART SCHAFFNER MARX	76556086	9-Oct-03	2935823	29-Mar-05
HART SCHAFFNER MARX	78397806	7-Apr-04	2975984	26-Jul-05
HART SCHAFFNER MARX HSM 1887 1887	85135922	22-Sep-10	3979654	14-Jun-11
HAWKSLEY & WIGHT	73622857	29-Sep-86	1436523	14-Apr-87
HF INTEGRITAS VENERATIO	85135909	22-Sep-10	3979653	14-Jun-11
HF HICKEY FREEMAN	78353181	16-Jan-04	3034304	27-Dec-05
HICKEY	78364977	9-Feb-04	3030363	13-Dec-05
HICKEY	85091016	22-Jul-10	4335217	14-May-13
HICKEY FREEMAN	85034316	10-May-10	3903510	11-Jan-11
HICKEY FREEMAN	85157184	20-Oct-10	4335254	14-May-13
HICKEY FREEMAN ESTABLISHED 1899 HF INTEGRITAS VENERATIO	85135874	22-Sep-10	3979652	14-Jun-11
HSM TRAVELOR	78858595	11-Apr-06	3327635	30-Oct-07
M MONARCHY	77579256	25-Sep-08	3828954	3-Aug-10
M MONARCHY	77109325	16-Feb-07	3338650	20-Nov-07
MANCHESTER ESC.	77496954	11-Jun-08	3575489	17-Feb-09
MATTEO MAAS	74802315	24-Oct-91	2207406	1-Dec-98
(Device Only)	78860241	12-Apr-06	3327645	30-Oct-07
MNRKY	85199682	16-Dec-10	4095435	7-Feb-12
MONARCHY	76636280	19-Apr-05	3131717	22-Aug-06
NATURALIFE	76553086	29-Sep-03	2881267	7-Sep-04
PALM BEACH	72209644	8-Jan-65	0798121	26-Oct-65
PALM BEACH	77124916	7-Mar-07	3429561	20-May-08

Trademark	Application No.	Application Date	Registration No.	Registration Date
PALM BEACH PRECISION FIT	78251047	16-May-03	2958126	31-May-05
PB BY PALM BEACH	77116332	26-Feb-07	3334079	13-Nov-07
RACQUET CLUB	75315300	26-Jun-97	2171355	7-Jul-98
RESTORATION OF THE MONARCHY	77190029	24-May-07	3614377	5-May-09
SANSABELT	78397739	7-Apr-04	2965150	5-Jul-05
SOOS BY MISOOK	78612480	20-Apr-05	3276807	7-Aug-07
STREETS OF GEORGETOWN	85287850	6-Apr-11	4199453	28-Aug-12
THE PURSUIT OF HARMONY	77214293	25-Jun-07	3521774	21-Oct-08
THE PURSUIT OF HARMONY	77214318	25-Jun-07	3521776	21-Oct-08
TRAVELOR HART SCHAFFNER MARX	78860221	12-Apr-06	3327644	30-Oct-07
WÖRN	76597517	14-Jun-04	3006312	11-Oct-05
ZOOEY	77112696	21-Feb-07	3361499	1-Jan-08
ZOOEY	77112714	21-Feb-07	3361500	1-Jan-08
ZOOEY BY ALICE HELLER	77125620	8-Mar-07	3463414	8-Jul-08
PALLESCO	76547427	8-Sep-03	2939248	12-Apr-05
SOCIETY BRAND, LTD.	76547428	8-Sep-03	2956588	31-May-05