

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Joe's Jeans Subsidiary, Inc.		09/30/2013	CORPORATION: DELAWARE
Hudson Clothing LLC		09/30/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	The CIT Group/Commercial Services Inc., as Agent
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Serial Number:	77476191	
Serial Number:	77476195	
Serial Number:	77476190	
Serial Number:	77476196	
Serial Number:	77476192	
Serial Number:	85259445	ELSE
Serial Number:	77980310	JD
Serial Number:	76225411	JD
Serial Number:	77524004	JD
Serial Number:	78308471	JOE'S
Serial Number:	77523997	JOE'S
Serial Number:	77421197	JOE'S JD
Serial Number:	77524002	JOE'S JD

OP \$590.00 77476191

Serial Number:	78308448	JOE'S JD
Serial Number:	85259450	JOE'S WILD
Serial Number:	78683266	THE LOVER
Serial Number:	77796819	THE SHIRT BY JOE'S
Registration Number:	3273129	HUDSON
Registration Number:	3385499	HUDSON
Serial Number:	77732083	
Serial Number:	77732069	
Serial Number:	77898310	HUDSON
Serial Number:	85652418	LET YOURSELF GO

**CORRESPONDENCE DATA**

Fax Number:

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

Email: wayne.fitzpatrick@thomsonreuters.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Lien Solutions

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
Signature:	/Wayne Fitzpatrick/
Date:	10/01/2013

**Total Attachments: 25**

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**TRADEMARK**

**REEL: 005122 FRAME: 0265**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2013, by and among JOE'S JEANS SUBSIDIARY, INC., a Delaware corporation and HUDSON CLOTHING, LLC, a California limited liability company (collectively, "Grantors", and each, individually, a "Grantor"), in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC. in its capacity as Administrative Agent and Collateral Agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit Agreement dated as of the date hereof by and among Grantors, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and the other Loan Parties 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 date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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, each 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. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of such 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 and Trademark licenses to which it is a party including those 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 each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

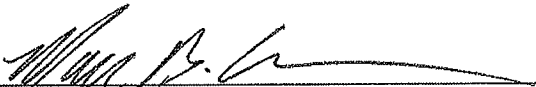
5. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, each of (i) the obligations of each Grantor under this Trademark Security Agreement, (ii) the security interest granted to Agent by each Grantor pursuant to this Trademark Security Agreement (including priority thereof), (iii) the release of Trademark Collateral from any security interest granted and created hereby and (iv) the exercise of any right or remedy by Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement, the provisions of the Intercreditor Agreement shall control.

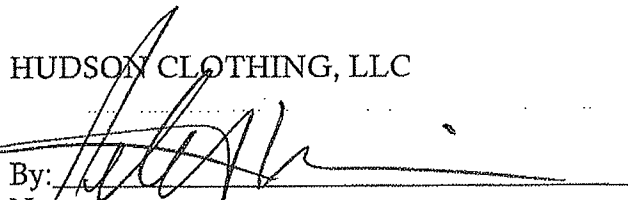
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

**[Signature Page Follows]**

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

JOE'S JEANS SUBSIDIARY, INC.

By:   
Name:  
Title:

HUDSON CLOTHING, LLC  
By:   
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/COMMERCIAL  
SERVICES, INC., as Agent

---

By: \_\_\_\_\_  
Name:  
Title:

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

JOE'S JEANS SUBSIDIARY, INC.

By: \_\_\_\_\_  
Name:  
Title:

HUDSON CLOTHING, LLC

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/COMMERCIAL  
SERVICES, INC., as Agent

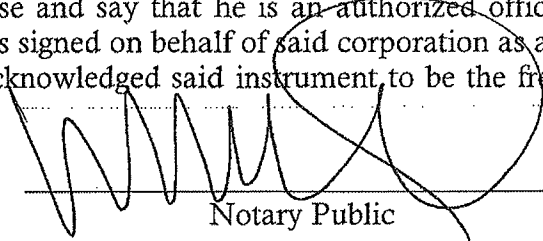
By: *Eulwant Kaur*  
Name: *Eulwant Kaur*  
Title: *VP*

ACKNOWLEDGMENT OF GRANTORS

STATE OF California )  
 )  
COUNTY OF Los Angeles )

ss.

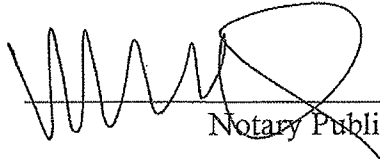
On this 29<sup>th</sup> day of September 2013, before me personally appeared Marc Barry Crossman proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of JOE'S JEANS SUBSIDIARY, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation

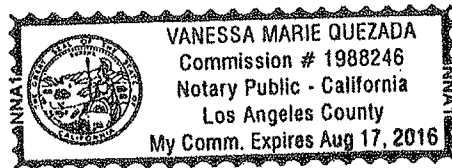
  
\_\_\_\_\_  
Notary Public

STATE OF California )  
 )  
COUNTY OF Los Angeles )

ss.

On this 29<sup>th</sup> day of September 2013, before me personally appeared Peter Kim, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HUDSON CLOTHING, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said company as authorized by its members and that he acknowledged said instrument to be the free act and deed of said corporation

  
\_\_\_\_\_  
Notary Public





# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On Sep. 2<sup>nd</sup> 2013 before me, Vanessa Marie Quezada, Notary Public  
(Here insert name and title of the officer)

personally appeared Peter Kim and Marc Barry Crossman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Security  
(Title or description of attached document)

Agreements # 433841B  
(Title or description of attached document continued)

Number of Pages 2 Document Date 9/2/13  
N/A  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
President & CEO  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

(See attached)

Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
Design (Joe's Jeans Pocket Design I)	9623/ Joe's Jeans Subsidiary, Inc.	77/476191 16-May-2008	

*Class(es):* 25 Int.

*Agent Name:*

*Client:* Joe's Jeans

*Attorney(s):*

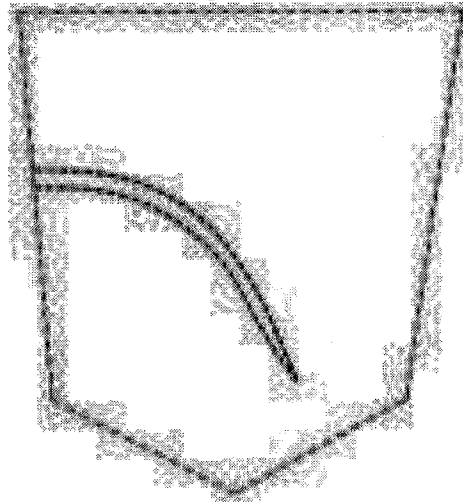
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*Client Ref:*

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Design (Joe's Jeans Pocket Design I)

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Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
Design (Joe's Jeans Pocket Design II)	9624/ Joe's Jeans Subsidiary, Inc.	77/476195 16-May-2008	

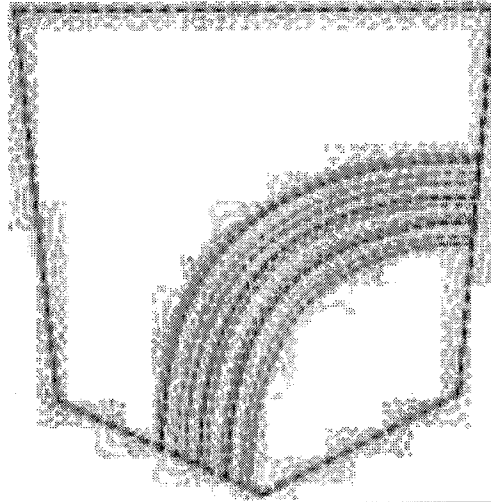
*Class(es):* 25 Int.  
*Agent Name:*  
*Client:* Joe's Jeans

*Attorney(s):*  
*Agent Ref:*  
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Design (Joe's Jeans Pocket Design II)

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Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
Design (Joe's Jeans Pocket Design III)	9625/ Joe's Jeans Subsidiary, Inc.	77/476190 16-May-2008	

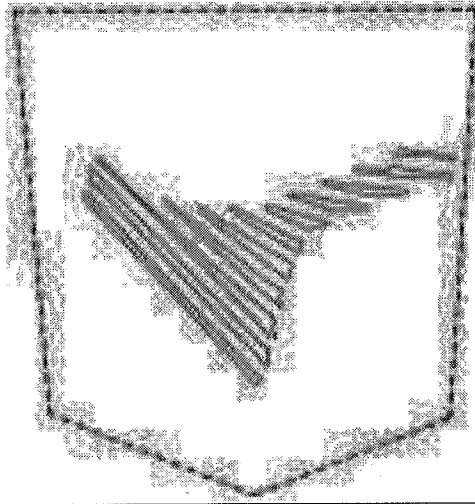
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*Client:* Joe's Jeans

*Attorney(s):*  
*Agent Ref:*  
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Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
Design (Joe's Jeans Pocket Design IV)	9631/ Joe's Jeans Subsidiary, Inc.	77/476196 16-May-2008	

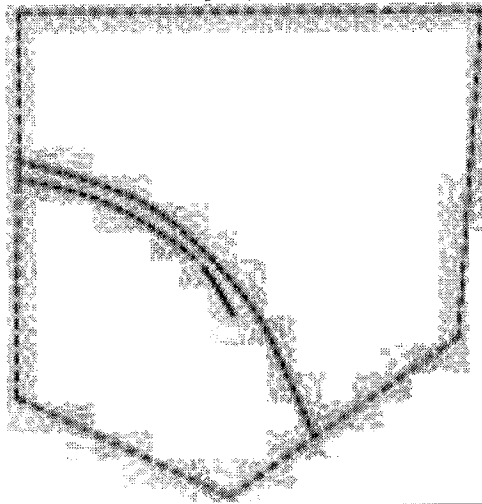
*Class(es):* 25 Int.  
*Agent Name:*  
*Client:* Joe's Jeans

*Attorney(s):*  
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*Client Ref:*

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Tuesday, September 24, 2013

# Trademark List by Country

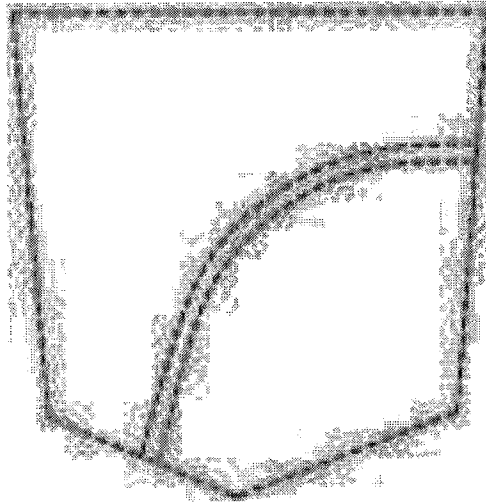
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Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
Design (Joe's Jeans Pocket Design V)	9632/ Joe's Jeans Subsidiary, Inc.	77/476192 16-May-2008	
	<i>Class(es):</i> 25 Int.		<i>Attorney(s):</i>
	<i>Agent Name:</i>		<i>Agent Ref:</i>
	<i>Client:</i> Joe's Jeans		<i>Client Ref:</i>

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Design (Joe's Jeans Pocket Design V)

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ELSE	11191/ Joe's Jeans Subsidiary, Inc.	85/259445 07-Mar-2011	26-Jul-2011
	<i>Class(es):</i> 25 Int.		<i>Attorney(s):</i>
	<i>Agent Name:</i>		<i>Agent Ref:</i>
	<i>Client:</i> Joe's Jeans		<i>Client Ref:</i>

Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
JD (Stylized)	10728/ Joe's Jeans Subsidiary, Inc.	77/980310 12-Jun-2009	03-Nov-2009

*Class(es):* 14 Int.

*Agent Name:*

*Client:* Joe's Jeans

*Attorney(s):*

*Agent Ref:*

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Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
JD (Stylized)	9626/ Joe's Jeans Subsidiary, Inc.	76/225411 16-Mar-2001	

*Class(es):* 18 Int., 25 Int.

*Agent Name:*

*Client:* Joe's Jeans

*Attorney(s):*

*Agent Ref:*

*Client Ref:*

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Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
JD (Stylized)	9634/ Joe's Jeans Subsidiary, Inc.	77/524004 16-Jul-2008	

*Class(es):* 25 Int.  
*Agent Name:*  
*Client:* Joe's Jeans

*Attorney(s):*  
*Agent Ref:*  
*Client Ref:*

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Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
JOE'S (Stylized I)	9627/ Joe's Jeans Subsidiary, Inc.	78/308471 02-Oct-2003	

*Class(es):* 18 Int., 25 Int.

*Agent Name:*

*Client:* Joe's Jeans

*Attorney(s):*

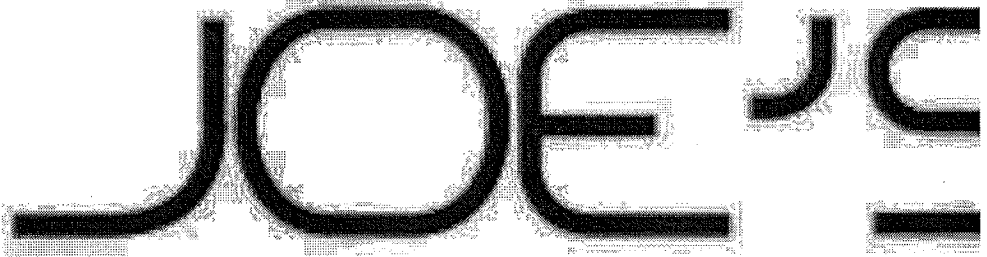
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*Client Ref:*

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Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
JOE'S (Stylized I)	9636/ Joe's Jeans Subsidiary, Inc.	77/523997 16-Jul-2008	

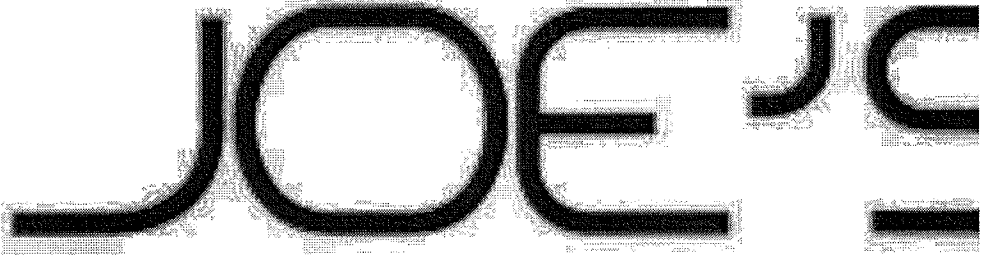
*Class(es):* 25 Int.  
*Agent Name:*  
*Client:* Joe's Jeans

*Attorney(s):*  
*Agent Ref:*  
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Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
JOE'S JD (Stylized)	9630/ Joe's Jeans Subsidiary, Inc.	77/421197 13-Mar-2008	

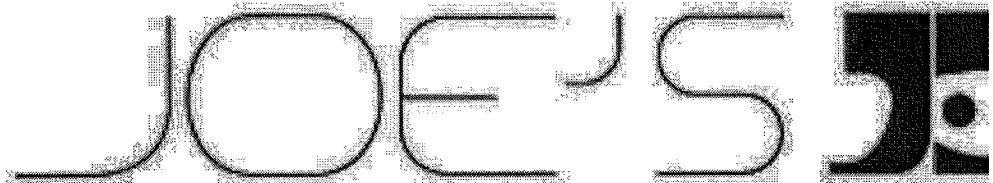
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*Agent Name:*  
*Client:* Joe's Jeans

*Attorney(s):*  
*Agent Ref:*  
*Client Ref:*

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Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
JOE'S JD (Stylized)	9635/ Joe's Jeans Subsidiary, Inc.	77/524002 16-Jul-2008	

*Class(es):* 25 Int.

*Agent Name:*

*Client:* Joe's Jeans

*Attorney(s):*

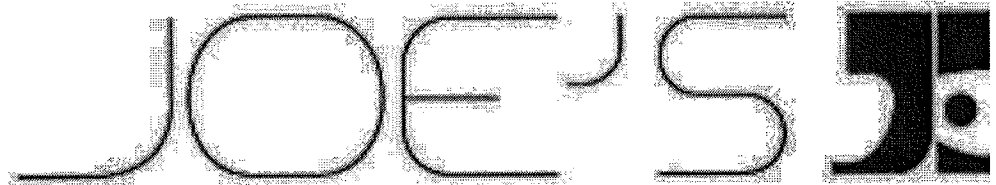
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*Client Ref:*

**Available Images:**

JOE'S JD (stylized)

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Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date
JOE'S JD (Stylized)	9629/ Joe's Jeans Subsidiary, Inc.	78/308448 02-Oct-2003	

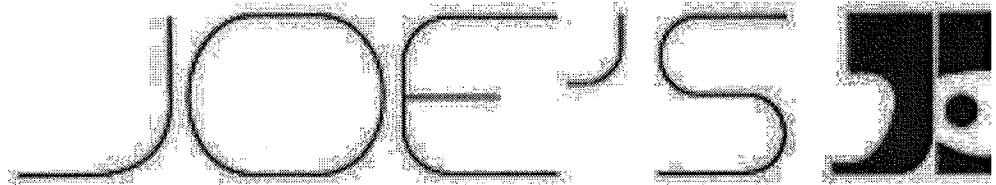
*Class(es):* 18 Int., 25 Int.  
*Agent Name:*  
*Client:* Joe's Jeans

*Attorney(s):*  
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*Client Ref:*

Available Images:

JOE'S JD (stylized)

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JOE'S WILD	11192/ Joe's Jeans Subsidiary, Inc.	85/259450 07-Mar-2011	23-Aug-2011
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*Class(es):* 25 Int. *Attorney(s):*  
*Agent Name:* *Agent Ref:*  
*Client:* Joe's Jeans *Client Ref:*

Tuesday, September 24, 2013

## Trademark List by Country

Country: United States of America

Trademark	Docket Number/SubCase Owner Name	Application Number/Date	Publication Number/Date	
<b>THE LOVER</b>	9633/ Joe's Jeans Subsidiary, Inc.	78/683266 02-Aug-2005		
	<i>Class(es):</i> 25 Int.			<i>Attorney(s):</i>
	<i>Agent Name:</i>			<i>Agent Ref:</i>
	<i>Client:</i> Joe's Jeans			<i>Client Ref:</i>
<b>THE SHIRT BY JOE'S</b>	9921/ Joe's Jeans Subsidiary, Inc.	77/796819 04-Aug-2009	25-May-2010	
	<i>Class(es):</i> 25 Int.			<i>Attorney(s):</i>
	<i>Agent Name:</i>			<i>Agent Ref:</i>
	<i>Client:</i> Joe's Jeans			<i>Client Ref:</i>



## U.S. TRADEMARK APPLICATIONS & REGISTRATIONS

<i>ED</i>	<i>APP. NO.</i>	<i>REG. DATE</i>	<i>REG. NO.</i>	<i>CL.</i>	<i>GOODS</i>	<i>COMMENTS</i>
19/02	76397437	08/07/07	3273129	25	Women's jeans	Registered
01/06	78873343	02/19/08	3385499	25	Clothing not made of leather, namely, jeans, pants, shirts, jackets, and skirts	Registered
07/09	77732083			25	Jeans, pants, shorts, and skirts	Published Suspended pending outcome of Opposition No. 91193393
07/09	77732069			25	Jeans, pants, shorts, and skirts	Published Suspended pending outcome of Opposition No. 91193393
01/09	77898310			3	Colognes, perfumes and cosmetics	Allowed

<i>ED</i>	<i>APP. NO.</i>	<i>REG. DATE</i>	<i>REG. NO.</i>	<i>CL.</i>	<i>GOODS</i>	<i>COMMENTS</i>
4/12	85652418			3, 25, 35	IC 3: Colognes, perfumes and cosmetics; IC 25: Clothing, namely, jeans, pants, shirts, jackets, and skirts; IC 35: Online retail store services featuring clothing and accessories, and colognes, perfumes and cosmetics	Published