

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		LIEN	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Samuelsohn Limited		10/15/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	ABG HMX, LLC		
Street Address:	100 West 33rd Street Suite 1007		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2342862	SAMUELSOHN	
Registration Number:	4328180	SAMUELSOHN	
CORRESPONDENCE DATA			
Fax Number:	2127602419		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-760-2410		
Email:	tdipaolo@authenticbrandsgroup.com		
Correspondent Name:	Terri DiPaolo		
Address Line 1:	100 West 33rd Street Suite 1007		
Address Line 2:	c/o Authentic Brands Group		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Terri DiPaolo		
Signature:	/Terri DiPaolo/		
Date:	10/23/2013		

OP \$65.00 2342862

Total Attachments: 11

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated October 15, 2013, is by and between Samuelsohn Limited, a corporation existing under the Canada Business Corporations Act, located at 6930 Avenue du Parc, Montreal, Quebec H3N 1W9 (the "Debtor") in favor of ABG HMX, LLC a Delaware Limited Liability Company, located at 100 West 33rd Street, Suite 1007, New York, NY 10001, (the "Secured Party").

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefore described below its name in Exhibit A hereto and made a part hereof; and

WHEREAS, Debtor has absolutely and unconditionally guaranteed, pursuant to that certain written guaranty, dated as of the date hereof, and delivered by the Debtor to the Secured Party (the "Guaranty"), only the obligations of Hickey Freeman Tailored Clothing, Inc. ("HFTC") to pay the annual Guaranteed Minimum Royalty (as such term is defined in and in accordance with the terms set forth in that certain License Agreement, effective as of the date hereof, between HFTC and Secured Party (the "License Agreement")) up to the amount of \$4,000,000 per year (the "Obligations"); and

WHEREAS, in order to induce Secured Party to enter into the License Agreement, Debtor has agreed to secure the Obligations and to accomplish same by granting to Secured Party certain collateral security as set forth herein.

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

1. GRANT OF SECURITY INTEREST

As collateral security for the indefeasible payment in full of all of the Obligations, Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country to the extent permitted under applicable law, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the payment in full of any and all Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants to Secured Party the following (all of such representations, warranties and covenants being continuing the expiration of the Guaranty):



- (a) To Debtor's knowledge and to the extent identified in Exhibit A hereto, all of the existing Trademarks are valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of registered Trademarks including, without limitation, the filing of any renewal affidavits and applications, except with respect to those Trademarks that (i) are not material and are no longer used or useful in any material respect in the business of Debtor or any of its Affiliates or Subsidiaries and do not appear on or are not affixed to or used in the manufacture, sale or distribution of any products by Debtor and its affiliates and licensees or incorporated in any equipment or necessary in connection with Debtor's records and have a minimal value and/or are not likely, in Debtor's reasonable business judgment, to issue (with respect to a Trademark application) or be sustained in a pending challenge, or (ii) Debtor is unable to execute the required renewal affidavits and applications in a manner that complies with applicable law. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (A) the security interests granted hereunder, (B) the liens permitted under Section 3(e) below, and (C) the secured liens, encumbrances and charges of the Business Development Bank of Canada, BDC Capital Inc., Roynat Inc., AlterInvest II Fund, L.P. and any other parties with secured liens, encumbrances and charges existing as of the date hereof (collectively, the "Permitted Liens").
- (b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral or any of the Trademarks, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in connection with the Permitted Liens. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.
- (c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.
- (d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described below in Exhibit A hereto and has not granted any liens with respect thereto other than as set forth in Exhibit B hereto.
- (e) Debtor shall execute and deliver such Special Power of Attorney for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted hereunder upon Secured Party's reasonable request from time to time.
- (f) Secured Party may, in its discretion, pay any amount or do any act which any Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable promptly on demand together with interest at the rate then applicable to the Obligations set forth in the License Agreement and shall be part of the Obligations secured hereby.
- (g) Debtor shall notify Secured Party within forty five (45) days of filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of

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America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the reasonable request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

- (h) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon or cancel such Trademarks that are not material and are no longer used or useful in any material respect in the business of Debtor. Debtor shall promptly notify Secured Party if it knows of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.
- (i) Debtor shall render any assistance, as Secured Party shall reasonably determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition interference, and cancellation proceedings.
- (j) To Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder and (ii) there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion may deem advisable for the protection of Secured Party's interest in and to the Trademarks.
- (k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of Obligations, the termination of this Agreement and the termination or non-renewal of the License Agreement.
- (l) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable promptly on demand, together with interest at the rate then applicable to the Obligations set forth in the License Agreement and shall be part of the Obligations secured hereby.

4. *EVENTS OF DEFAULT*

The failure of Debtor to fulfill its obligations to Secured Party pursuant to the Guaranty within forty five (45) days of its receipt of a valid demand by Secured Party pursuant to the Guaranty is referred to herein individually as an "Event of Default."

5. *RIGHTS AND REMEDIES*

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Secured Party, whether provided under this Agreement, the License Agreement, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate and so long as any such grant or grants of a license by Secured Party do not conflict with the then existing licenses granted by Debtor to a third party. Subject to the foregoing sentence, such license basis is applicable throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, together with the goodwill of the business to which the Trademarks relate, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral of any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency with respect to amounts owing with respect to the Obligations.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Special Power of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to promptly pay Secured Party all costs incurred in any such transfer of the Collateral, including, but not Limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all actual travel and other expenses which may be incurred by Secured Party in connection therewith. Thereafter, Secured Party shall apply any remaining proceeds to the Obligations in such order and manner as set forth in the License Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party promptly on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the License Agreement.

(f) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the License Agreement, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of the Secured Party in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, 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 law of the State of New York.

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(b) Each of Debtor and Secured Party irrevocably consents and submits to the non-exclusive jurisdiction of the courts of New York, New York and the United States District Court for the Southern District of New York, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or the Guaranty or in any way connected with or related or incidental to the dealings of the parties hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Each of Debtor and Secured Party hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. Mails, or, at the other party's option, by service upon such party in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, the receiving party shall appear in answer to such process, failing which the receiving party shall be deemed in default and judgment may be entered by the other party against the receiving party for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party shall not have any liability to Debtor (whether in tort, contract, equity, or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Secured Party. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other agreements.

PERMITTED LIENS

Notwithstanding anything to the contrary set forth herein, Secured Party hereby cedes and grants priority (including priority of registration) and preference of rank to and in favor of the Business Development Bank of Canada, BDC Capital Inc., Roynat Inc., AlterInvest II Fund, L.P., and any other parties with pre-existing secured liens, encumbrances and charges over the Collateral.

MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. Notices delivered through electronic communications shall be effective to the extent set forth in Section 8(b) below. All notices, requests and

demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Samuelsohn Limited
6930 Avenue du Parc
Montreal, Quebec
Canada H3N 1W9
Attention: Stephen Granovsky
Telephone No.: (514) 273.7741
Telecopy No.: (514) 273.1462
Email: sgranovsky@granoretail.com

If to Secured Party:

ABG HMX, LLC
c/o Authentic Brands Group, LLC
100 West 33rd Street, Suite 1007
New York, NY 10001
Attention: Legal Department
Telephone No.: 212 760 2418
Telecopy No.: 212 760 2419
Email: legaldept@authenticbrandsgroup.com

(b) Notices and other communications hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites). Except as otherwise mutually agreed by the parties, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefore.

(c) All references to the plural herein shall also mean the singular and to the singular shall also mean to the plural. All references to Debtor or Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with the License Agreement or is cured in a manner satisfactory to Secured Party. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any other government or any agency, instrumentality or political subdivision thereof.

(d) This Agreement, the other agreements and any other document referred to herein or therein shall be binding upon each party and its respective successors and assigns and inure to the benefit of and be enforceable by each party and its respective successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate the Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

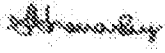
(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor

and Secured Party. Secured Party shall not, by any act, delay omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.


(g) This 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 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 Agreement. Any party delivering an executed counterpart of this 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 Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

SAMUELSON LIMITED, as Debtor

By: 
Name: Stephen Granovsky
Title: Chief Executive Officer

ABG HMX, LLC as Secured Party

By: 
Name: TERRI DIPOLO
Title: EVP Operations + General Counsel

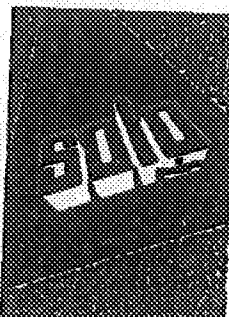
**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**


TRADEMARKS

Canada:

Trade-Mark	Owner Agent or representative	Application No.	Registration No.	Claims
Goods / Services				
GOOD SUITS DON'T JUST HAPPEN (GOOD SUITS disclaimed)	SAMUELSON LIMITED 6930, Avenue Du Parc Montréal Quebec FASKEN MARTINEAU DUMOULIN LLP (12394)	859,185 (Filed October 20, 1997)	TMA504,332 (Registered November 19, 1998; Renewal November 19, 2013)	Declaration of use filed November 10, 1998 in respect of wares (1)
(1) Menswear, namely, suits, trousers, coats, jackets, waistcoats, overcoats and trenchcoats.				
NOUS METTONS NOTRE COEUR DANS CHACUN DE NOS COMPLETS (COMPLETS disclaimed)	SAMUELSON LIMITED - SAMUELSON LIMITEE 6930 Park Avenue Montreal Quebec FASKEN MARTINEAU DUMOULIN LLP (12394)	308,019 (Filed September 28, 1967)	TMA158,190 (Registered September 6, 1968; Renewal September 6, 2013)	Used in Canada since August 28, 1968 in respect of wares (2) Declaration of use filed August 28, 1968 in respect of wares (1)
(1) Men's suits, vests, slacks, walk shorts, topcoats, overcoats. (2) Blazers and sports jackets.				
SAMUELSON	SAMUELSON LIMITED. 6930 Park Avenue, Montreal, Quebec FASKEN MARTINEAU DUMOULIN LLP (12394)	658,856 (Filed May 24, 1990)	TMA386,463 (Registered July 5, 1991; Renewal July 5, 2021)	Used in Canada since at least as early as February 9, 1923 in respect of wares (1)
(1) Men's clothing, namely suits, trousers, coats, jackets, waistcoats, overcoats, raincoats, trench coats, shorts, sweaters, shirts, ties, scarves.				
SAMUELSON THE WAY TO SAY FINE TAILORING DESIGN <i>Samuelson</i> THE WAY TO SAY FINE TAILORING (FINE TAILORING disclaimed)	SAMUELSON LIMITED 6930, Avenue Du Parc Montréal Quebec FASKEN MARTINEAU DUMOULIN LLP (12394)	859,186 (Filed October 20, 1997)	TMA504,331 (Registered November 19, 1998; Renewal November 19, 2013)	Declaration of use filed November 10, 1998 in respect of wares (1)
(1) Menswear, namely, suits, trousers, coats, jackets, waistcoats, overcoats and trenchcoats.				

Trade-Mark	Owner Agent or representative	Application No.	Registration No.	Claims
Goods / Services				

SOLO & DESIGN 	SAMUELSOHN LIMITED/LIMITEE, 6930 Park Avenue, Montreal, Quebec FASKEN MARTINEAU DUMOULIN LLP (12394)	554,677 (Filed December 23, 1985)	TMA350,610 (Registered January 27, 1989; Renewal January 27, 2019)	Used in Canada since August 22, 1985 in respect of services (1)
	(1) Tailoring of garments according to customer specifications.			

SOLO SAMUELSOHN & DESIGN 	SAMUELSOHN LIMITED/LIMITEE, 6930 Park Avenue, Montreal, Quebec FASKEN MARTINEAU DUMOULIN LLP (12394)	554,675 (Filed December 23, 1985)	TMA367,784 (Registered April 20, 1990; Renewal April 20, 2020)	Used in Canada since August 22, 1985 in respect of services (1)
	(1) Tailoring of garments according to customer specifications.			

THE TWEEDSDALE COLLECTION (COLLECTION disclaimed)	SAMUELSOHN LIMITED/SAMUELSOHN LIMITEE 6930 Park Avenue Montreal Quebec FASKEN MARTINEAU DUMOULIN LLP (12394)	1,194,427 (Filed October 22, 2003)	TMA628,097 (Registered December 9, 2004; Renewal December 9, 2019)	Declaration of use filed November 15, 2004 in respect of wares (1)
	(1) Fabrics to be used in the manufacture of wearing apparel.			

WE SEW A LITTLE HEART INTO EVERY SUIT (SUIT disclaimed)	SAMUELSOHN LIMITED - SAMUELSOHN LIMITEE 6930 Park Avenue Montreal Quebec FASKEN MARTINEAU DUMOULIN LLP (12394)	308,018 (Filed September 28, 1967)	TMA158,189 (Registered September 6, 1968; Renewal September 6, 2013)	Used in Canada since August 28, 1968 in respect of wares (2) Declaration of use filed August 28, 1968 in respect of wares (1)
	(1) Men's suits, vests, slacks, walk shorts, topcoats, overcoats. (2) Blazers and sports jackets.			

United States:

Trade-Mark	Owner Agent or representative	Application No.	Registration No.	Claims
Goods / Services				

SAMUELSON	Samuelsohn Limited JILL ANDERFUREN MARSHALL, GERSTEIN & BORUN LLP 233 S. WACKER DR., 6300 SEARS TOWER CHICAGO, IL 60606- 6357	75-605849 (Filed December 15, 1998)	2342862 (Registered April 18, 2000; Renewed ; Renewal April 18, 2020)	
Men's wear, namely, suits, trousers, coats, jackets, waistcoats, overcoats and trench coats				

SAMUELSON	Samuelsohn Limited JILL ANDERFUREN MARSHALL, GERSTEIN & BORUN LLP 233 S WACKER DR STE 6300, CHICAGO, IL 60606-6471	85-724611 (Filed September 10, 2012)	4328180 (Registered April 30, 2013; Renewal April 30, 2023)	
(Based on Use in Commerce) Coats; Shirts; Suits; Ties; Trousers; Waistcoats (Based on 44(e)) Coats; Scarves; Shirts; Suits; Sweaters; Ties; Trousers; Waistcoats				

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

Liens

Business Development Bank of Canada, BDC Capital Inc., Roynat Inc., AlterInvest II Fund, L.P., and any other parties with pre-existing secured liens, encumbrances and charges over the Collateral.

