

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
Maverick J, SPE, LLC		02/19/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hampshire Group, Limited		
Street Address:	1924 Pearman Dairy Road		
City:	Anderson		
State/Country:	SOUTH CAROLINA		
Postal Code:	29625		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4193319	JAMES CAMPBELL	
Registration Number:	4193320	J. CAMPBELL	
Registration Number:	3888211	MALIBU COWBOY	
Serial Number:	85672814	CULTURA INTERNATIONAL BY MAVERICK-J	
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:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	140999-00107		

OP \$115.00 4193319

NAME OF SUBMITTER:	David M. Perry
Signature:	/David M. Perry/
Date:	02/21/2014
Total Attachments: 8 source=Hampshire - Maverick - Trademark Security Agreement#page1.tif source=Hampshire - Maverick - Trademark Security Agreement#page2.tif source=Hampshire - Maverick - Trademark Security Agreement#page3.tif source=Hampshire - Maverick - Trademark Security Agreement#page4.tif source=Hampshire - Maverick - Trademark Security Agreement#page5.tif source=Hampshire - Maverick - Trademark Security Agreement#page6.tif source=Hampshire - Maverick - Trademark Security Agreement#page7.tif source=Hampshire - Maverick - Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Agreement”) is made as of February 19, 2014, by MAVERICK J, SPE, LLC, a California limited liability company (the “Grantor”), in favor of HAMPSHIRE GROUP, LIMITED, a Delaware corporation (the “Purchaser”), on its own and on behalf of its affiliates (the “Affiliates”) party to that certain Master License Agreement as of even date herewith (as amended, modified, supplemented and/or restated from time to time, the “Master License Agreement”), between the Purchaser and the Grantor.

BACKGROUND

A. This Agreement is being executed in connection with that Installment Purchase and Sale Agreement of even date herewith (as amended, modified, supplemented and/or restated from time to time, the “Purchase Agreement”, and together with this Agreement, the Master License Agreement, the Solomon Guaranty, and the Seller Pledge Agreement, the “Transaction Documents”), providing for the purchase by the Purchaser and the sale by Maverick J, LLC (“Maverick”) and Grantor of the Purchased Assets, and under which, *inter alia*, the Purchaser is entitled to exercise the rights and remedies with respect to the Purchased Assets under the terms and conditions set forth therein.

B. Maverick has adopted, used and is using (or has filed applications for the registration of) the trademarks, service marks and trade names listed on Schedule A attached hereto and made part hereof and the Names and the IP Rights, which constitute the James Campbell Brand.

C. In connection with the Purchase Agreement and the Master License Agreement, Maverick has contributed the James Campbell Brand to the Grantor, and pursuant to the Master License Agreement, the Grantor shall grant to the Purchaser exclusive rights with respect to the James Campbell Brand as set forth therein.

D. The Purchaser is acquiring a lien on and security interest in the James Campbell Brand, which includes the Trademarks, Brands, Names and IP Rights and the registrations thereof, together with all of the goodwill of Grantor associated therewith and represented thereby, as security for all of Seller’s obligations to Purchaser under the Purchase Agreement and the Master License Agreement (collectively, the “Obligations”), and the Purchaser desires to have its security interest in such Trademarks, Brands, Names and IP Rights confirmed by a document identifying same, as applicable, and in such form that it may be recorded in the United States Patent and Trademark Office.

E. Capitalized terms not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security. To secure the complete and timely payment and satisfaction of the Obligations, the Grantor hereby grants to the Purchaser a lien on, and security interest in, its entire right, title and interest in and to the James Campbell Brand (as defined in the Master License Agreement), and all renewals thereof, and all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually or collectively referred to as the "Brand Assets"); and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Brand Assets. The Brand Assets do not include any portion of the Purchase Consideration payable under the Purchase Agreement.

2. Representations and Warranties. Grantor hereby makes the representations and warranties made by Grantor, as Licensor, under Section 10 of the Master License Agreement, including the representations and warranties made in the Purchase Agreement that are incorporated by reference therein, and all such representations and warranties are hereby incorporated herein as if set forth in full herein.

3. Covenants. Grantor further covenants that until the Master License Agreement is terminated in accordance with the terms therein:

a. Grantor will not enter into any agreement, including, without limitation, license agreements (other than the Master License Agreement) or options, which breach Grantor's obligations under this Agreement, Grantor's or Maverick's obligations under the Purchase Agreement or which restrict or impair the Purchaser's rights hereunder or sell, grant any option, assign or further encumber its rights and interest in the Brand Assets to any entity or person other than the Purchaser in accordance with and to the extent required under the Purchase Agreement;

b. Based on a diligent investigation by Grantor, the Brand Assets listed on Schedule A constitute all of the United States and Canadian federally registered Brand Assets, United States state registered Brand Assets, and United States and Canadian federal and state applications for registration of Brand Assets now owned by Grantor; and if Grantor shall (a) become aware of any existing Brand Assets of which Grantor has not previously informed the Purchaser, or (b) become entitled to the benefit of any Brand Assets which benefit is not in

existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to the Purchaser prompt written notice thereof, along with an amended Schedule A; and Grantor hereby authorizes the Purchaser to modify this Agreement by amending Schedule A by replacing it with any such amended schedule provided by Grantor under the provisions of this Section 3(b); and

4. Term. The term of this Agreement shall extend until the termination of the Master License Agreement.

5. Remedies Upon Breach.

a. Grantor and Purchaser acknowledge and agree that they have carefully negotiated a detailed and exclusive procedure detailed in Section 3.1(b) of the Purchase Agreement pursuant to which the Master License Agreement will be terminated and the James Campbell Brand will be retained by Grantor or sold and transferred to Purchaser in the event that either Grantor or Purchaser materially breaches its obligations, as further detailed in Section 3.1(b) of the Purchase Agreement (the “Exclusive Remedies Provisions”). The Exclusive Remedies Provisions are hereby incorporated herein as if set forth in full herein. Grantor and Purchaser acknowledge and agree that if the James Campbell Brand is either retained by Grantor or is sold and transferred to Purchaser pursuant to the Exclusive Remedies Provisions, then the this Agreement will become null and void as of the date of such retention, sale or transfer.

b. Purchaser agrees that Purchaser shall comply with the Exclusive Remedies Provisions and shall not attempt to exercise its rights under the Uniform Commercial Code or other applicable law to foreclose upon or otherwise take ownership of the James Campbell Brand pursuant to this Agreement or under law or otherwise evade or supplement the Exclusive Remedies Provisions, and, to that end, Purchaser hereby waives any and all rights it may have under this Agreement or applicable law that are inconsistent with the Exclusive Remedies Provisions.

c. Grantor agrees that Grantor shall comply with the Exclusive Remedies Provisions and shall not attempt to exercise its rights under the Uniform Commercial Code or other applicable law to retain ownership of the James Campbell Brand pursuant to this Agreement or under law or otherwise evade or supplement the Exclusive Remedies Provisions, and, to that end, Grantor hereby waives any and all rights it may have under this Agreement or applicable law that are inconsistent with the Exclusive Remedies Provisions.

6. Miscellaneous.

(a) Subject to Section 5 of this Agreement, no failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a

waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(b) This Agreement and the Transaction Documents constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, understandings and negotiations, whether written or oral, with respect to the subject matter of this Agreement.

(c) This Agreement shall only be varied, modified, supplemented or terminated in a writing executed by all the parties hereto.

(d) This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of California applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. Subject to Section 7 below, the parties hereto consent to the exclusive venue and jurisdiction of the state and federal courts located in the Los Angeles County, California, with respect to all claims and disputes between or among the parties hereto with respect to the subject matter hereof.

(e) The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's-length and among parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived.

(f) If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination will not affect the remaining provisions of this Agreement, all of which will remain in full force and effect.

(g) This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto and (except as provided in Section 6(h)) their respective heirs, executors, personal representatives, successors and permitted assigns.

(h) This Agreement shall not be assigned by any party hereto (whether by operation of law or otherwise), other than for collateral purposes, without the prior written consent of the other party; provided that Purchaser may assign its rights, interests or obligations under this Agreement to any affiliate of Purchaser (together with an assignment by Purchaser of the Purchase Agreement to such affiliate) without Grantor's prior written consent so long as Purchaser remains the primary obligor under this Agreement.

(i) Nothing in this Agreement is intended to confer upon any person, other than the parties hereto any rights or remedies under or by reason of this Agreement.

(j) This Agreement may be signed in counterparts, including by facsimile or electronic transmission, all of which when taken together shall constitute one and the same agreement.

(k) When used in this Agreement, the words “including” and “include” shall be deemed followed by the words “without limitation”.

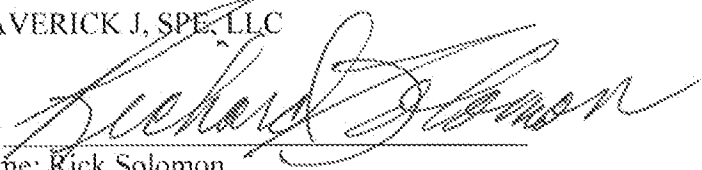
(l) Any notices given hereunder shall be sent to the respective party’s address specified on the signature page herein (or such other address as such party provides notice of pursuant to this Agreement) and shall be deemed given five (5) days after sent by certified mail, return receipt requested or two (2) days after sent by a reputable overnight courier, with receipt, or on the same day if personally hand delivered or sent by facsimile, if, in the case of facsimile, confirmed within forty-eight (48) hours thereafter by a signed original sent by one of the other notice methods provided.

7. Arbitration. The provisions of Section 15 of the Purchase Agreement entitled “Arbitration” shall apply to this Agreement and are hereby incorporated herein as if set forth in full herein. Nothing contained in this Section is intended to, nor shall, override any of the Exclusive Remedies Provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

MAVERICK J, SPE, LLC

By: 
Name: Rick Solomon
Title: President

Address: 8460 Higuera Street
Culver City, CA 90232

Acknowledged and agreed:

HAMPSHIRE GROUP, LIMITED

By: _____
Name: Trey A. Darwin
Title: Chief Financial Officer

Address: 114 W. 41st Street
New York, NY, 10036

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.


MAVERICK J, SPE, LLC

By: _____
Name: Rick Solomon
Title: President

Address: 8460 Higuera Street
Culver City, CA 90232

Acknowledged and agreed:

HAMPSHIRE GROUP, LIMITED

By: 
Name: Trey A. Darwin
Title: Chief Financial Officer

Address: 114 W. 41st Street
New York, NY, 10036

Schedule A to Trademark Security Agreement¹

“Trademarks”

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Class	Status
JAMES CAMPBELL	US	4,193,319	8/21/2012	25	Registered
J. CAMPBELL	US	4,193,320	8/21/2012	25	Registered
J. CAMPBELL TREND	Canada	(1,565,104)	(2/21/2012)	n/a	Pending
CULTURA INTERNATIONAL BY MAVERICK-J	US	4,437,293	11/19/2013	25	Registered
MALIBU COWBOY	US	3,888,211	12/7/2010	25	Registered (Supplemental)

“Brands”

CULTURA

JC LOS ANGELES (JCLA) and J. CAMPBELL LOS ANGELES

DUKE’S

M-76

¹ Per Section 2 of the Master License Agreement, additional Trademarks may be added to this Schedule.