

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301996

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tommy Bahama Group, Inc.		07/31/2012	CORPORATION: DELAWARE
Sugartown Worldwide LLC		07/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	211 Perimeter Center Parkway, Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	Georgia banking corporation: GEORGIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4108919	LITTLE LILLY
Registration Number:	4111635	LILLY PULITZER
Registration Number:	4111667	LILLY PULITZER
Registration Number:	4159988	MCKIM
Serial Number:	85598865	LILLY
Serial Number:	85311068	LILLY PULITZER
Serial Number:	77851940	HIBISCUS
Serial Number:	85628104	INDULGE IN THE ISLAND LIFE
Serial Number:	85628144	ISLAND LIFE BY TOMMY BAHAMA
Serial Number:	85628113	ISLAND LIFESTYLE BY TOMMY BAHAMA
Serial Number:	85618101	JEANIUS
Serial Number:	85321886	MAKE LIFE ONE LONG WEEKEND
Serial Number:	85426067	MARLIN BAR
Serial Number:	85577786	MARLIN BAR
Serial Number:	85651682	PARADISE COOL
Serial Number:	85321799	RELAX IN STYLE
Serial Number:	85321849	RELAX IN STYLE
Serial Number:	85321856	RELAX IN STYLE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77790077	TOMMY BAHAMA
Serial Number:	85511924	TOMMY BAHAMA MARLIN BAR

CORRESPONDENCE DATA

Fax Number: 4045725135

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

Phone: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 40500.040001

NAME OF SUBMITTER: Karen Osborne

SIGNATURE: //Karen Osborne//

DATE SIGNED: 04/18/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 31st day of July, 2012, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of June 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Third Amended and Restated Pledge and Security Agreement dated as of June 14, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, 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 such Grantor's U.S. Trademarks and U.S. 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; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any U.S. Trademark or any breach of any U.S. Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral (other than Trademark Collateral constituting Excluded Property) 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. The Grantors hereby notify the Administrative Agent that notwithstanding anything to the contrary contained herein, some or all of the Trademark Collateral listed on Schedule 1 may constitute Excluded Property. The Administrative Agent agrees that upon written request by the Grantors it will release its security interest in that portion of the Trademark Collateral which is identified by the Grantors as constituting Excluded Property.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future U.S. Trademarks of Grantors (other than with respect to any future U.S. Trademarks or applications therefor constituting Excluded Property). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule,

and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[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.

TOMMY BAHAMA GROUP, INC.

By: 

Name: Thomas Caldecot Chubb III

Title: Vice President

SUGARTOWN WORLDWIDE LLC

By: 

Name: Thomas Caldecot Chubb III

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

SUNTRUST BANK, as Administrative Agent

By: M. C. Burnett
Name: MARC C. BURNETT
Title: DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Sugartown Worldwide LLC	LITTLE LILLY	85409755/4108919	8-29-2011/3-6-2012
Sugartown Worldwide LLC	LILLY PULITZER	85379989/4111635	7-25-2011/3-13-2012
Sugartown Worldwide LLC	LILLY PULITZER	85381177/4111667	7-26-2011/3-13-2012
Sugartown Worldwide LLC	MCKIM	85284984/4159988	4-4-2011/6-19-2012
Sugartown Worldwide LLC	LILLY (stylized w/design)	85598865	4-16-2012
Sugartown Worldwide LLC	LILLY PULTIZER	85311068	5-3-2011
Tommy Bahama Group, Inc.	HIBISCUS	77851940	10-19-2009
Tommy Bahama Group, Inc.	INDULGE IN THE ISLAND LIFE	85628104	5-17-2012
Tommy Bahama Group, Inc.	ISLAND LIFE BY TOMMY BAHAMA	85628144	5-17-2012
Tommy Bahama Group, Inc.	ISLAND LIFESTYLE BY TOMMY BAHAMA	85628113	5-17-2012
Tommy Bahama Group, Inc.	JEANIUS	85618101	5-7-2012
Tommy Bahama Group, Inc.	MAKE LIFE ONE LONG WEEKEND	85321886	5-16-2011
Tommy Bahama Group, Inc.	MARLIN BAR	85426067	9-19-2011

Tommy Bahama Group, Inc.	MARLIN BAR	85577786	3-23-2012
Tommy Bahama Group, Inc.	PARADISE COOL	85651682	6-14-2012
Tommy Bahama Group, Inc.	RELAX IN STYLE	85321799	5-16-2011
Tommy Bahama Group, Inc.	RELAX IN STYLE	85321849	5-16-2011
Tommy Bahama Group, Inc.	RELAX IN STYLE	85321856	5-16-2011
Tommy Bahama Group, Inc.	TOMMY BAHAMA	77790077	7-27-2009
Tommy Bahama Group, Inc.	TOMMY BAHAMA MARLIN BAR	85511924	1-9-2012