

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303720

|   |                                       |                       |                                       |
|---|---------------------------------------|-----------------------|---------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                        |                       |                                       |
| <b>NATURE OF CONVEYANCE:</b>  | Security Agreement                    |                       |                                       |
| <b>CONVEYING PARTY DATA</b>   |                                       |                       |                                       |
| <b>Name</b>   | <b>Formerly</b>                       | <b>Execution Date</b> | <b>Entity Type</b>                    |
| Joe's Jeans Subsidiary, Inc.  |                                       | 05/01/2014            | CORPORATION: DELAWARE                 |
| Hudson Clothing, LLC  |                                       | 05/01/2014            | LIMITED LIABILITY COMPANY: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |                                       |                       |                                       |
| <b>Name:</b>  | The CIT Group/Commercial Service, Inc |                       |                                       |
| <b>Street Address:</b>  | 300 South Grand Avenue                |                       |                                       |
| <b>City:</b>  | Los Angeles                           |                       |                                       |
| <b>State/Country:</b>   | CALIFORNIA                            |                       |                                       |
| <b>Postal Code:</b>   | 90071                                 |                       |                                       |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                 |                       |                                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                       |                       |                                       |
| <b>Property Type</b>  | <b>Number</b>                         | <b>Word Mark</b>      |                                       |
| <b>Serial Number:</b>   | 86156920                              | #LETYOURSELF GO       |                                       |
| <b>Serial Number:</b>   | 85981297                              | LET YOURSELF GO       |                                       |
| <b>CORRESPONDENCE DATA</b>  |                                       |                       |                                       |
| <b>Fax Number:</b>  |                                       |                       |                                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                       |                       |                                       |
| <b>Email:</b>   | marina.kelly@thomsonreuters.com       |                       |                                       |
| <b>Correspondent Name:</b>  | Nancy Wiford                          |                       |                                       |
| <b>Address Line 1:</b>  | 4400 Easton Common Way Suite 125      |                       |                                       |
| <b>Address Line 2:</b>  | CT Lien Solutions                     |                       |                                       |
| <b>Address Line 4:</b>  | Columbus, OHIO 43219                  |                       |                                       |
| <b>NAME OF SUBMITTER:</b>   | Nancy Wiford                          |                       |                                       |
| <b>SIGNATURE:</b>   | /Marina Kelly Thomson Reuters/        |                       |                                       |
| <b>DATE SIGNED:</b>   | 05/06/2014                            |                       |                                       |
| <b>Total Attachments: 9</b>   |                                       |                       |                                       |
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| source=CIT-JOES JEANS-recording of trademark security agmt-supplemental - May 1 2014#page2.tif                        |                                       |                       |                                       |
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| source=CIT-JOES JEANS-recording of trademark security agmt-supplemental - May 1 2014#page4.tif                        |                                       |                       |                                       |

TRADEMARK

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Page 2

Continuation of the information in Item 1 (Trademark Recordation form cover sheet Joe's Jeans Subsidiary, Inc. (conveying party #1)

**Name of Conveying Party# 2:**

Hudson Clothing, LLC  
California LLC

TRADEMARK SECURITY AGREEMENT  
(SUPPLEMENTAL)

TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL), dated as of May 1, 2014, 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 September 30, 2013, 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 made the Loans for the benefit of Grantors and the other Loan Parties;

WHEREAS, Grantors and the other Loan Parties have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as September 30, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Security Agreement"), and Grantors have executed and delivered a Trademark Security Agreement to Agent for itself and the ratable benefit of Lenders, dated as of September 30, 2104;

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 (Supplemental);

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 (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark licenses 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 such Trademark and each such 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 such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement (Supplemental) 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 (Supplemental) 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 (Supplemental), (ii) the security interest granted to Agent by each Grantor pursuant to this Trademark Security Agreement (Supplemental) (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 (Supplemental), the provisions of the Intercreditor Agreement shall control.


6. COUNTERPARTS. This Trademark Security Agreement (Supplemental) 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 (Supplemental) 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 (Supplemental). Any party delivering an executed counterpart of this Trademark Security Agreement (Supplemental) 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 (Supplemental).

7. UPDATED SCHEDULES. The Trademark and Trademark licenses referred to on Schedule I attached hereto shall supplement the information contained on Schedule 3.05 to the Credit Agreement and Schedule 4.7 to the Guarantee and Collateral Agreement.

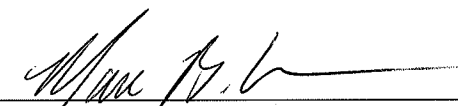
[Signature Page Follows]

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

**JOE'S JEANS SUBSIDIARY, INC.,**  
a Delaware corporation

By:   
Name: Marc B. Crossman  
Title: CEO

**HUDSON CLOTHING, LLC,**  
a California corporation

By:   
Name: Marc B. Crossman  
Title: Chairman

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 (Supplemental) to be executed and delivered by its duly authorized officer as of the date first set forth above.

**JOE'S JEANS SUBSIDIARY, INC.,**  
a Delaware corporation

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

**HUDSON CLOTHING, LLC,**  
a California corporation

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

ACCEPTED AND ACKNOWLEDGED BY:

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

By: Kulwant Kaur  
Name: Kulwant Kaur  
Title: VP

[SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]

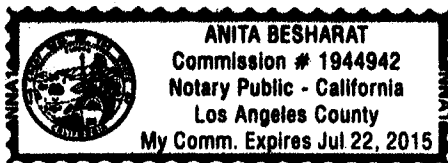
**TRADEMARK**  
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ACKNOWLEDGMENT OF GRANTORS

STATE OF CALIFORNIA       )  
  )  
COUNTY OF LOS ANGELES    )       ss.

On this 1<sup>st</sup> day of May, 2014, before me personally appeared Marc B. 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.



Anita Besharat  
Notary Public

STATE OF CALIFORNIA       )  
  )  
COUNTY OF LOS ANGELES    )       ss.

On this 1<sup>st</sup> day of May, 2014, before me personally appeared Marc B. Crossman, 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.



Anita Besharat  
Notary Public

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL)  
TRADEMARK REGISTRATIONS

TRADEMARKS (with Application/Registration numbers, as applicable)

| Trademark       | Country | Reg. No.   | Reg. Date |
|-----------------|---------|------------|-----------|
| #LETYOURSELFGO* | US      | 86/156,920 | 1/03/2014 |
| #LETYOURSELFGO* | US      | 85/981,297 | 6/14/2012 |
|                 |         |            |           |
|                 |         |            |           |
|                 |         |            |           |
|                 |         |            |           |
|                 |         |            |           |

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\* Trademark of Hudson Clothing, LLC.

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.