

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306298

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABG HMX, LLC		05/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as collateral agent		
<b>Street Address:</b>	1 Independence Center 101 N. Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 48</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1859751	ALEX	
Registration Number:	1445272	ALUMNI	
Registration Number:	3385982	B. CHYLL	
Registration Number:	3402470	B.CHYLL	
Registration Number:	1807678	DASH	
Registration Number:	3306091	EXCLUSIVELY MISOOK	
Registration Number:	3637555	EYE	
Registration Number:	3552077	GARDEN OF EARTHLY DELIGHTS	
Registration Number:	1788257	GILBERT & LODGE	
Registration Number:	3327634	GOLD HART SCHAFFNER MARX	
Registration Number:	2935823	HART SCHAFFNER MARX	
Registration Number:	2975984	HART SCHAFFNER MARX	
Registration Number:	4526037	HART SCHAFFNER MARX	
Registration Number:	3979654	HART SCHAFFNER MARX HSM 1887 1887	
Registration Number:	1436523	HAWKSLEY & WIGHT	
Registration Number:	3979653	HF INTEGRITAS VENERATIO	
Registration Number:	3034304	HF HICKEY FREEMAN	
Registration Number:	3030363	HICKEY	
Registration Number:	4335217	HICKEY	
<b>TRADEMARK</b>			

OP \$1215.00 1859751

Property Type	Number	Word Mark
Registration Number:	3903510	HICKEY FREEMAN
Registration Number:	4335254	HICKEY FREEMAN
Registration Number:	3979652	HICKEY FREEMAN ESTABLISHED 1899 HF INTEG
Registration Number:	3327635	HSM TRAVELOR
Registration Number:	3828954	M MONARCHY
Registration Number:	3338650	M MONARCHY
Registration Number:	3575489	MANCHESTER ESC.
Registration Number:	2207406	MATTEO MAAS
Registration Number:	3327645	
Registration Number:	4095435	MNRKY
Registration Number:	3131717	MONARCHY
Registration Number:	2881267	NATURALIFE
Registration Number:	798121	PALM BEACH
Registration Number:	3429561	PALM BEACH
Registration Number:	2958126	PALM BEACH PRECISION FIT
Registration Number:	3334079	PB BY PALM BEACH
Registration Number:	2171355	RACQUET CLUB
Registration Number:	3614377	RESTORATION OF THE MONARCHY
Registration Number:	2965150	SANSABELT
Registration Number:	4199453	STREETS OF GEORGETOWN
Registration Number:	3521774	THE PURSUIT OF HARMONY
Registration Number:	3521776	THE PURSUIT OF HARMONY
Registration Number:	3327644	TRAVELOR HART SCHAFFNER MARX
Registration Number:	3006312	WÖRN
Registration Number:	3361499	ZOOEY
Registration Number:	3361500	ZOOEY
Registration Number:	3463414	ZOOEY BY ALICE HELLER
Registration Number:	2939248	PALLESCO
Registration Number:	2956588	SOCIETY BRAND, LTD.

**CORRESPONDENCE DATA**

**Fax Number:**

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

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

**NAME OF SUBMITTER:**

Elaine Carrera, Legal Assistant

**TRADEMARK**

**REEL: 005293 FRAME: 0809**

<b>SIGNATURE:</b>	/Marina Kelly Thomson Reuters/
<b>DATE SIGNED:</b>	06/02/2014
<b>Total Attachments: 7</b> source=Second Lien Trademark Security Agreement (HMX) (Executed)#page1.tif source=Second Lien Trademark Security Agreement (HMX) (Executed)#page2.tif source=Second Lien Trademark Security Agreement (HMX) (Executed)#page3.tif source=Second Lien Trademark Security Agreement (HMX) (Executed)#page4.tif source=Second Lien Trademark Security Agreement (HMX) (Executed)#page5.tif source=Second Lien Trademark Security Agreement (HMX) (Executed)#page6.tif source=Second Lien Trademark Security Agreement (HMX) (Executed)#page7.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ABG HMX, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 27, 2014

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 1 Independence Center, 101 N. Tryon St.

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

48

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

May 27, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 27, 2014, is made by ABG HMX, LLC (the “**Grantor**”) in favor of Bank of America, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of May 27, 2014, among the Grantor, the other grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE 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 GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ABG HMX, LLC, Grantor

By: 

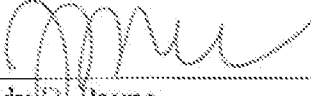
Name: Kevin Clarke

Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005293 FRAME: 0814**

BANK OF AMERICA, N.A., as Collateral  
Agent

By:   
Name: Judy D. Payne  
Title: Vice President



SCHEDULE A

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ALEX	74069031	14-Jun-90	1859751	25-Oct-94
ALUMNI	73616539	22-Aug-86	1445272	30-Jun-87
B. CHYLL	77028414	24-Oct-06	3385982	19-Feb-08
B.CHYLL	77033097	31-Oct-06	3402470	25-Mar-08
DASH	74371727	25-Mar-93	1807678	30-Nov-93
EXCLUSIVELY MISOOK	77090167	24-Jan-07	3306091	9-Oct-07
EYE	77435523	31-Mar-08	3637555	16-Jun-09
GARDEN OF EARTHLY DELIGHTS	78904039	8-Jun-06	3552077	23-Dec-08
GILBERT & LODGE	74345204	4-Jan-93	1788257	17-Aug-93
GOLD HART SCHAFFNER MARX	78858582	11-Apr-06	3327634	30-Oct-07
HART SCHAFFNER MARX	76556086	9-Oct-03	2935823	29-Mar-05
HART SCHAFFNER MARX	78397806	7-Apr-04	2975984	26-Jul-05
HART SCHAFFNER MARX	85091033	22-Jul-10	4526037	06-May-14
HART SCHAFFNER MARX HSM 1887 1887	85135922	22-Sep-10	3979654	14-Jun-11
HAWKSLEY & WIGHT	73622857	29-Sep-86	1436523	14-Apr-87
HF INTEGRITAS VENERATIO	85135909	22-Sep-10	3979653	14-Jun-11
HF HICKEY FREEMAN	78353181	16-Jan-04	3034304	27-Dec-05
HICKEY	78364977	9-Feb-04	3030363	13-Dec-05
HICKEY	85091016	22-Jul-10	4335217	14-May-13
HICKEY FREEMAN	85034316	10-May-10	3903510	11-Jan-11
HICKEY FREEMAN	85157184	20-Oct-10	4335254	14-May-13
HICKEY FREEMAN ESTABLISHED 1899 HF INTEGRITAS VENERATIO	85135874	22-Sep-10	3979652	14-Jun-11
HSM TRAVELOR	78858595	11-Apr-06	3327635	30-Oct-07
M MONARCHY	77579256	25-Sep-08	3828954	3-Aug-10
M MONARCHY	77109325	16-Feb-07	3338650	20-Nov-07
MANCHESTER ESC.	77496954	11-Jun-08	3575489	17-Feb-09
MATTEO MAAS	74802315	24-Oct-91	2207406	1-Dec-98
(Device Only)	78860241	12-Apr-06	3327645	30-Oct-07
MNRKY	85199682	16-Dec-10	4095435	7-Feb-12
MONARCHY	76636280	19-Apr-05	3131717	22-Aug-06
NATURALIFE	76553086	29-Sep-03	2881267	7-Sep-04
PALM BEACH	72209644	8-Jan-65	0798121	26-Oct-65
PALM BEACH	77124916	7-Mar-07	3429561	20-May-08
PALM BEACH PRECISION FIT	78251047	16-May-03	2958126	31-May-05
PB BY PALM BEACH	77116332	26-Feb-07	3334079	13-Nov-07
RACQUET CLUB	75315300	26-Jun-97	2171355	7-Jul-98
RESTORATION OF THE MONARCHY	77190029	24-May-07	3614377	5-May-09
SANSABELT	78397739	7-Apr-04	2965150	5-Jul-05
STREETS OF GEORGETOWN	85287850	6-Apr-11	4199453	28-Aug-12
THE PURSUIT OF HARMONY	77214293	25-Jun-07	3521774	21-Oct-08
THE PURSUIT OF HARMONY	77214318	25-Jun-07	3521776	21-Oct-08
TRAVELOR HART SCHAFFNER MARX	78860221	12-Apr-06	3327644	30-Oct-07

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
WÖRN	76597517	14-Jun-04	3006312	11-Oct-05
ZOOEY	77112696	21-Feb-07	3361499	1-Jan-08
ZOOEY	77112714	21-Feb-07	3361500	1-Jan-08
ZOOEY BY ALICE HELLER	77125620	8-Mar-07	3463414	8-Jul-08
PALLESCO	76547427	8-Sep-03	2939248	12-Apr-05
SOCIETY BRAND, LTD.	76547428	8-Sep-03	2956588	31-May-05

NY\5862667.7 Eclipse - First Lien Security Agreement (WC comments 7.7.13)

NY\6269255.2

NY\6269255.7

NY\6269255.9

NY\6269255.10 ABG - 1st Lien Security Agreement (LW draft 5.21.14)

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