

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309235

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Supreme Holdings, Inc.		06/30/2014	CORPORATION: DELAWARE
Chapter 4 Corp.		06/30/2014	CORPORATION: NEW YORK
EJMD LLC		06/30/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
1994 Inc. Limited		06/30/2014	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Goode Partners Consumer Fund II, L.P.
Street Address:	767 Third Avenue, 22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4157110	SUPREME
Registration Number:	4240456	SUPREME
Registration Number:	4504231	SUPREME
Serial Number:	85424636	SUPREME
Serial Number:	85868057	SUPREME
Serial Number:	85868116	SUPREME
Serial Number:	86225910	SUPREME
Serial Number:	86225879	SUPREME
Serial Number:	86225846	SUPREME
Serial Number:	86225786	SUPREME

CORRESPONDENCE DATA

Fax Number: 2165790212

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.

Phone: 216-586-3939

Email: mzadd@jonesday.com, pcyngier@jonesday.com

TRADEMARK

Correspondent Name: Michael A. Zadd
Address Line 1: 901 LAKESIDE AVENUE
Address Line 2: JONES DAY
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER: 287122-655013-GOODE

NAME OF SUBMITTER: Michael A. Zadd

SIGNATURE: /Michael A. Zadd/

DATE SIGNED: 07/01/2014

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated June 30, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Goode Partners Consumer Fund II, L.P., a Delaware limited partnership, as the Agent (together with its successor(s) thereto in such capacity, the “**Agent**”) for each of the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, the Grantors, the Agent, Supreme Holdings, Inc., a Delaware corporation (the “**Company**”), and each Subsidiary of the Company, have entered into that certain Guarantee and Collateral Agreement dated as of June 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”). Terms defined in the Collateral Agreement and not otherwise defined herein are used herein as defined in the Collateral Agreement.

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such right, title and interest in and to the following property (collectively, the “**Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the

copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt payment in full of all amounts payable by each Grantor under or in connection with the Notes and the other Transaction Documents, including, without limitation, the Obligations, whether for principal, interest, costs, fees, expenses, indemnities or otherwise and whether now or hereafter existing.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

~~SUPREME HOLDINGS, INC.~~

By

~~Name: James Jebbia
Title: President~~

Address for Notices:
Supreme Holdings, Inc.

~~121 Wooster Street
New York, New York 10012~~

~~CHAPTER 4 CORP.~~

By

~~Name: James Jebbia
Title: President~~

Address for Notices:
Chapter 4 Corp.

~~121 Wooster Street
New York, New York 10012~~

~~EJMD LLC~~

By

~~Name: James Jebbia
Title: Manager~~

Address for Notices:
EJMD LLC

~~121 Wooster Street
New York, New York 10012~~

[Signature Page to Intellectual Property Security Agreement]

~~1994 INC. LIMITED~~

By


Name: James Jebbia
Title: Director

Address for Notices:
1994 Inc. Limited

121 Wooster Street

New York, New York 10012

[Signature Page to Intellectual Property Security Agreement]

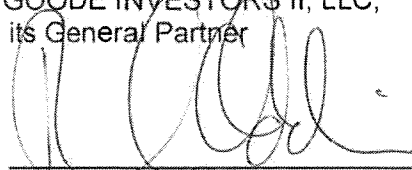
TRADEMARK
REEL: 005312 FRAME: 0981

AGENT:

GOODE PARTNERS CONSUMER FUND II,
L.P.

By: GOODE INVESTORS II, LLC,
its General Partner

By

A handwritten signature in black ink, appearing to read "D. Oddi", written over a horizontal line.

Name: David J. Oddi
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

Schedule A


Patents

None





Schedule B

Trademarks

REGISTERED TRADEMARK

Trademark	Registration Date	Registration Number	Owner
SUPREME	06/12/2012	4157110	Chapter 4 Corp. DBA Supreme
SUPREME	11/13/2012	4240456	Chapter 4 Corp. DBA Supreme
	04/01/2014	4504231	Chapter 4 Corp. DBA Supreme

TRADEMARK APPLICATIONS

Trademark Application	Application Filing Date	Application Serial Number	Owner
SUPREME	09/16/2011	85424636	Chapter 4 Corp. DBA Supreme
	03/06/2013	85868057	Chapter 4 Corp. DBA Supreme
	03/06/2013	85868116	Chapter 4 Corp. DBA Supreme
	03/19/2014	86225910	Chapter 4 Corp. DBA Supreme
SUPREME	03/19/2014	86225879	Chapter 4 Corp. DBA Supreme
	03/19/2014	86225846	Chapter 4 Corp. DBA Supreme
SUPREME	03/19/2014	86225786	Chapter 4 Corp. DBA Supreme

Schedule C

Copyrights

None