

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James Perse Enterprises, Inc., as Grantor		07/29/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	2001 Bryan Street		
Internal Address:	10th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3183015	JAMES PERSE	
Registration Number:	3537429	JAMES PERSE	
Registration Number:	3540598	JAMES PERSE	
Registration Number:	3616400	JAMES PERSE	
Registration Number:	2214520	JAMES PERSE	
Registration Number:	3183034	JAMES PERSE LOS ANGELES	
Registration Number:	3068106	JP	
Registration Number:	2288500	JP CLASSICS	
Registration Number:	3182952	STANDARD JAMES PERSE	
Registration Number:	4289405	Y	
Registration Number:	4280164	Y	
Registration Number:	4292659	Y/OSEMITE JAMES PERSE	
Registration Number:	4292658	Y/OSEMITE JAMES PERSE	
Serial Number:	78684446	JAMES	
Serial Number:	86174726	JAMES PERSE	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$390.00 3183015

Fax Number: 2127514864

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: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	047049-0006
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NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/s/ Angela M. Amaru
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DATE SIGNED:	07/31/2014
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 29, 2014 (this "Trademark Security Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor") and collectively, the "Grantors") in favor of The Bank of New York Mellon, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of July 29, 2014 by and among James Perse Enterprises, Inc., a California corporation (the "Company"), certain subsidiaries of the Company as guarantors thereto, the Administrative Agent, the Collateral Agent, and the other banks and financial institutions from time to time party thereto (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Company upon the terms and conditions set forth therein, to the Company; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Company under the Credit Agreement, the Grantors entered into a Pledge and Security Agreement dated as of July 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between each of the Grantors and the Collateral Agent, pursuant to which each of the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, each Grantor agreed to execute this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in and to the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all domestic trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other

indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. 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 CONFLICT OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 5. Counterparts

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile or other electronic transmission (e.g. “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart hereof.

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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.

JAMES PERSE ENTERPRISES, INC.,
as Grantor

By: _____

Name: Gita Jones

Title: General Counsel

STATE OF California,
COUNTY OF Los Angeles ss.

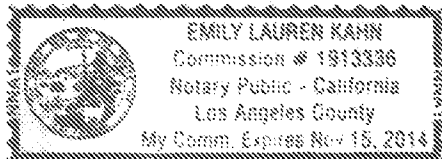
On this 25TH day of July, before me _____ personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Emily Lauren Kahn, Notary Public

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Notary Public



[Signature Page to Trademark Security Agreement]

Accepted and Agreed:




THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 
Name: ROBERT A. WEIL
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	JAMES	78684446 8/3/2005	---	PENDING	James Perse Enterprises, Inc.
2.	JAMES PERSE	86174726 1/24/2014	---	PENDING	James Perse Enterprises, Inc.
3.	JAMES PERSE	78670684 7/14/2005	3183015 12/12/2006	REGISTERED	James Perse Enterprises, Inc.
4.	JAMES PERSE	76591656 5/12/2004	3537429 11/25/2008	REGISTERED	James Perse Enterprises, Inc.
5.	JAMES PERSE	76591655 5/12/2004	3540598 12/2/2008	REGISTERED	James Perse Enterprises, Inc.
6.	JAMES PERSE	76591654 5/12/2004	3616400 5/5/2009	REGISTERED	James Perse Enterprises, Inc.
7.	JAMES PERSE	75387050 11/10/1997	2214520 12/29/1998	REGISTERED RENEWED	James Perse Enterprises, Inc.
8.	JAMES PERSE LOS ANGELES	78673878 7/19/2005	3183034 12/12/2006	REGISTERED	James Perse Enterprises, Inc.
9.	JP	78592887 3/22/2005	3068106 3/14/2006	REGISTERED	James Perse Enterprises, Inc.
10.	JP CLASSICS	75386990 11/10/1997	2288500 10/26/1999	REGISTERED RENEWED	James Perse Enterprises, Inc.
11.	STANDARD JAMES PERSE	78657419 6/23/2005	3182952 12/12/2006	REGISTERED	James Perse Enterprises, Inc.
12.	Y 	85038117 5/13/2010	4289405 2/12/2013	REGISTERED	James Perse Enterprises, Inc.
13.	Y 	85037496 5/13/2010	4280164 1/22/2013	REGISTERED	James Perse Enterprises, Inc.
14.	Y/OSEMITE JAMES PERSE 	77935866 2/15/2010	4292659 2/19/2013	REGISTERED	James Perse Enterprises, Inc.

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
15.	Y/OSEMITE JAMES PERSE Y/OSEMITE JAMES PERSE	77935861 2/15/2010	4292658 2/19/2013	REGISTERED	James Perse Enterprises, Inc.