

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE NATORI COMPANY INCORPORATED		08/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, N.A.		
Street Address:	452 FIFTH AVENUE, 4TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	1458917	NATORI	
Registration Number:	1818598	NATORI	
Registration Number:	2600934	NATORI	
Registration Number:	4190873	NATORI	
Registration Number:	3848551	NATORI	
Registration Number:	1858186	JOSIE	
Registration Number:	1798793	JOSIE	
Registration Number:	2184488	JOSIE	
Registration Number:	2133441	JOSIE	
Registration Number:	1991875	BODY DOUBLE	
Registration Number:	3427792	BODY DOUBLE	
Registration Number:	2140088	NATORIOUS	
Registration Number:	2802588	ANYWEAR BY JOSIE NATORI	
Registration Number:	2568626	CRUZ	
Registration Number:	3421592	UNIQUE FIT	
Registration Number:	3597160	CRUZWEAR	
Registration Number:	3815487	JOSIE INSIDE OUT	
Registration Number:	3077515	NATORI UNDERNEATH	
Registration Number:	3389779	JOSIE MARSHMALLOW	
TRADEMARK			

OP \$665.00 1458917

Property Type	Number	Word Mark
Registration Number:	4372837	N NATORI
Registration Number:	4029836	JOSIE NATORI
Registration Number:	2752847	
Registration Number:	3662349	
Serial Number:	77116883	CRUZ
Serial Number:	86159312	JOSIE NATORI
Serial Number:	86214711	NATORI FEATHERS

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: PLATZER SWERGOLD, AS ATTORNEYS

Address Line 1: 475 PARK AVENUE SOUTH, 18TH FLOOR

Address Line 2: ADAM MEMELES, ESQ

Address Line 4: NEW YORK, NEW YORK 10016

NAME OF SUBMITTER:	PLATZER SWERGOLD, AS ATTORNEYS
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	09/10/2014

Total Attachments: 12

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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):

THE NATORI COMPANY INCORPORATED

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) AUGUST 27, 2014

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HSBC BANK USA, N.A.
 Internal
 Address: _____
 Street Address: 452 FIFTH AVENUE, 4TH FLOOR
 City: NEW YORK
 State: NEW YORK
 Country: USA Zip: 10018

- Association Citizenship USA
 General 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)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional sheet(s) attached? Yes No

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

SEE ATTACHED

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

Name: PLATZER, SWERGOLD, AS ATTORNEYS

Internal Address: ADAM MIMIELES, ESQ.

Street Address: 475 PARK AVENUE SOUTH, 18TH FLOOR

City: NEW YORK

State: NY Zip: 10016

Phone Number: 2125933000

Fax Number: 2125930353

Email Address: AMIMIELES@PLATZERLAW.COM

6. Total number of applications and registrations involved:

26

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:



SEPTEMBER 9, 2014

Date

EVAN H. FOX, ESQ.

Name of Person Signing

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

12

TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 9, 2014, by THE NATORI COMPANY INCORPORATED, a Delaware corporation with an address of 180 Madison Avenue, Floor 18, New York, New York 10016 ("Debtor"), to and with HSBC BANK USA, N.A., a bank organized under the laws of the United States of America, with an address of 452 Fifth Avenue, 4th Floor, New York, New York 10018, as Agent (in such capacity, together with its successors and assigns in such capacity, "Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Lenders under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

RECITALS

A. Debtor has executed and delivered to Agent a certain Security Agreement dated as of April 4, 2014, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement"), and related security agreements, each by and between Agent, on behalf of Secured Parties, and Debtor.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Agent, on behalf of Secured Parties, under the General Security Agreement.

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

1. Security Interest. Debtor hereby grants to Agent, for the benefit of, and on behalf of, Secured Parties, a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, whether registered or unregistered, including, but not limited to, those trademarks of Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. Representations and Warranties. Debtor represents and warrants that:

2.1. Schedule A sets forth as of the date hereof all United States trademark registrations and applications owned by Debtor.

2.2. As of the date hereof, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full corporate power and authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable.

3. Covenants. Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least quarterly Debtor shall give to Agent written notice thereof, and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record Agent's and Secured Parties' security interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.3. Debtor shall execute, or use its commercially reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), Agent may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. Attorney-in-Fact. Debtor hereby appoints Agent, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Agent deems necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Agent (or Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

6.1. No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising on the part of Agent, any right, power or privilege hereunder

or under the Loan Agreement (as defined in the General Security Agreement) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Agent.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

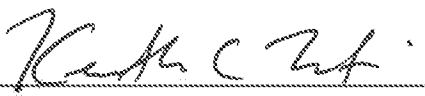
6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

THE NATORI COMPANY INCORPORATED

By: 
Name: Kenneth C. Natori
Title: Vice President

HSBC BANK USA, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

THE NATORI COMPANY INCORPORATED

By: _____

Name: Kenneth C. Natori

Title: Vice President

HSBC BANK USA, N.A.

By: Stephanie Wong
Name: Stephanie Wong
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 27th day of AUGUST, 2014, before me, the undersigned, a notary public in and for said state, personally appeared Kenneth C. Natori personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DEBRA Z. TERMINI
Notary Public, State of New York
No. 017E5012887
Qualified in Nassau County
Commission Expires 6/15/15


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____, 2014, before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day of _____, 2014, before me, the undersigned, a notary public in and for said state, personally appeared Kenneth C. Natori personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 15 day of August, 2014, before me, the undersigned, a notary public in and for said state, personally appeared Stephanie Wong personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

CARRIE HO
No. 01H08220579
Notary Public, State of New York
Qualified in Kings County
My Commission Expires 10/12/2014

SCHEDULE A

TRADEMARKS

I. NATORI

- (1) Registration Number: 1,458,917
Registered: September 29, 1987 (Renewed September 29, 2007)
Serial No.: 73-610507
- (2) Registration Number: 1,818,598
Registered: January 25, 1994 (Renewed January 25, 2014)
Serial No.: 74-300563
- (3) Registration Number: 2,600,934
Registered: July 30, 2002 (Renewed July 30, 2012)
Serial No.: 76-310292
- (4) Registration Number: 4,190,873
Registered: August 14, 2012
Serial No.: 77-113557
- (5) Registration Number: 3,848,551
Registered: September 14, 2010
Serial No.: 77-692721

II. JOSIE

- (6) Registration Number: 1,858,186
Registered: October 11, 1994 (Renewed October 11, 2014)
Serial No.: 74-242637
- (7) Registration Number: 1,798,793
Registered: October 12, 1993 (Renewed October 12, 2013)
Serial No.: 74-801266
- (8) Registration Number: 2,184,488
Registered: August 25, 1998 (Renewed August 25, 2008)
Serial No.: 75-068374
- (9) Registration Number: 2,133,441
Registered: January 27, 1998 (Renewed January 27, 2008)
Serial No.: 75-976713

III. BODY DOUBLE

- (10) Registration Number: 1,991,875
Registered: August 6, 1996 (Renewed August 6, 2006)
Serial No.: 74-556839
- (11) Registration Number: 3,427,792
Registered: May 13, 2008
Serial No.: 77-135440

IV. NATORIOUS

- (12) Registration Number: 2,140,088
Registered: March 3, 1998 (Renewed March 3, 2008)
Serial No.: 75-111131

V. ANYWEAR BY JOSIE NATORI and Design

- (13) Registration Number: 2,802,588
Registered: January 6, 2004 (Renewed January 6, 2014)
Serial No.: 75-327855

VI. CRUZ

- (14) Registration Number: 2,568,626
Registered: May 7, 2002 (Renewed May 7, 2012)
Serial No.: 76-113615
- (15) Registration Number: N/A (Filed as Intent to Use)
Filed: February 27, 2007
Serial No.: 77-116883

VII. UNIQUE FIT

- (16) Registration Number: 3,421,592
Registered: May 6, 2008
Serial No.: 77-133133

VIII. CRUZWEAR

- (17) Registration Number: 3,597,160

Registered: March 31, 2009
Serial No.: 77-251416

IX. JOSIE INSIDE OUT

(18) Registration Number: 3,815,487
Registered: July 6, 2010
Serial No.: 77-714079

X. NATORI UNDERNEATH

(19) Registration Number: 3,077,515
Registered: April 4, 2006
Serial No.: 78-367529

XI. JOSIE MARSHMALLOW and Design

(20) Registration Number: 3,389,779
Registered: February 26, 2008
Serial No.: 78-568376

XII. N NATORI (Stylized)

(21) Registration Number: 4,372,837
Registered: July 23, 2013
Serial No.: 85-017202

XIII. JOSIE NATORI

(22) Registration Number: 4,029,836
Registered: September 20, 2011
Serial No.: 85-122626

XIV. JOSIE NATORI (Stylized)

(23) Registration Number: N/A (Pending – Publication Review Complete)
Filed: January 7, 2014
Serial No.: 86-159312

XV. NATORI FEATHERS

(24) Registration Number: N/A (Pending – Publication Review Complete)
Filed: March 7, 2014
Serial No.: 86-214711

XVI. Miscellaneous Design

- (25) Registration Number: 2,752,847
Registered: August 19, 2003 (Renewed August 19, 2013)
Serial No.: 76-975724
- (26) Registration Number: 3,662,349
Registered: August 4, 2009
Serial No.: 77-147552