

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OXFORD INDUSTRIES, INC.		09/26/2014	CORPORATION: GEORGIA
TOMMY BAHAMA GROUP, INC.		09/26/2014	CORPORATION: DELAWARE
SUGARTOWN WORLDWIDE LLC		09/26/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as Administrative Agent
Street Address:	211 Perimeter Center Parkway
Internal Address:	Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	Georgia banking corporation: GEORGIA

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	86311922	O OXFORD
Serial Number:	85954893	AVIANO
Serial Number:	86234017	BALI HAI
Serial Number:	85952831	BEACH HOUSE
Serial Number:	85954908	BLUE OLIVE
Serial Number:	86079827	CANIMAR
Registration Number:	4561484	COMPASS
Serial Number:	86100396	FREE YOUR FEET YOUR MIND WILL FOLLOW
Registration Number:	4519342	HAPPY HULADAYS
Registration Number:	4524688	ISLAND ESTATE
Serial Number:	86234028	ISLAND FUSION
Serial Number:	85628144	ISLAND LIFE BY TOMMY BAHAMA
Serial Number:	85816546	ISLAND TRADITIONS
Serial Number:	85954867	IVORY KEY
Serial Number:	86210157	KILIMANJARO
Serial Number:	85954876	LANDARA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85577786	MARLIN BAR
Serial Number:	86159365	MARLIN BAR
Registration Number:	4524690	OCEAN CLUB
Registration Number:	4590299	RELAXOLOGY
Serial Number:	86337306	RELAXOLOGY
Registration Number:	4524689	ROAD TO CANBERRA TOMMY BAHAMA
Serial Number:	86233890	ROYAL KAHALA BLACK SANDS
Serial Number:	85843524	TOMMY BAHAMA
Registration Number:	4561483	TOMMY BAHAMA COMPASS
Serial Number:	85511924	TOMMY BAHAMA MARLIN BAR
Registration Number:	4519343	TOMMY BAHAMA NATIONAL RELAXATION DAY
Serial Number:	86234007	TRES CHIC
Serial Number:	85923933	A STORY WRITTEN IN THE SUN
Serial Number:	86237299	ANYTHING IS POSSIBLE WITH SUNSHINE AND A
Serial Number:	86210593	BUY ME LILLY
Serial Number:	86234171	LET'S HAVE A PARTY. LET'S HAVE IT TONIGH
Serial Number:	85923916	LIFE IN PRINT
Serial Number:	86234149	LIFE'S A PARTY DRESS LIKE IT.
Serial Number:	86279879	LILLY PULITZER
Serial Number:	86321773	LUXLETIC
Serial Number:	86321786	LUXLETIC
Serial Number:	86342607	LUXELETIC
Serial Number:	86245523	NOT ALWAYS SUNNY BUT ALWAYS IN A SUNNY S
Serial Number:	86097587	SPILL THE JUICE
Serial Number:	86234206	STYLE ISN'T JUST ABOUT WHAT YOU WEAR, IT

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER: OXFORD - 40500.040001

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 10/03/2014

TRADEMARK

REEL: 005374 FRAME: 0029

Total Attachments: 8

source=Oxford Trademark Security Agreement#page1.tif

source=Oxford Trademark Security Agreement#page2.tif

source=Oxford Trademark Security Agreement#page3.tif

source=Oxford Trademark Security Agreement#page4.tif

source=Oxford Trademark Security Agreement#page5.tif

source=Oxford Trademark Security Agreement#page6.tif

source=Oxford Trademark Security Agreement#page7.tif

source=Oxford Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 26th day of September, 2014, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of June 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Third Amended and Restated Pledge and Security Agreement dated as of June 14, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following,

whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's U.S. Trademarks and U.S. Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any U.S. Trademark or any breach of any U.S. Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future U.S. Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

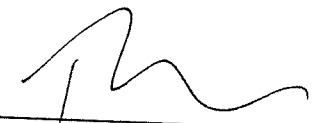
[signature page follows]

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.

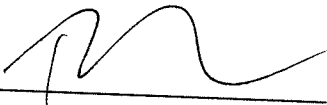
OXFORD INDUSTRIES, INC.

By: 
Name: Thomas E. Campbell
Title: Executive Vice President

TOMMY BAHAMA GROUP, INC.

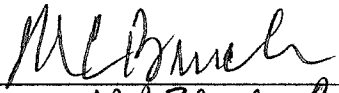
By: 
Name: Thomas E. Campbell
Title: Vice President

SUGARTOWN WORLDWIDE LLC

By: 
Name: Thomas E. Campbell
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

SUNTRUST BANK, as Administrative Agent

By: 
Name: MARC C. BURCH
Title: DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App./Reg. Date
Oxford Industries, Inc.	Oxford Shield LOGO (Stylized w/design mark)	86311922	2014
Tommy Bahama Group, Inc.	AVIANO	85954893	2013
Tommy Bahama Group, Inc.	Bali Hai	86234017	2014
Tommy Bahama Group, Inc.	BEACH HOUSE	85952831	2013
Tommy Bahama Group, Inc.	BLUE OLIVE	85954908	2013
Tommy Bahama Group, Inc.	CANIMAR	86079827	2013
Tommy Bahama Group, Inc.	COMPASS	4561484	2014
Tommy Bahama Group, Inc.	FREE YOUR FEET YOUR MIND WILL FOLLOW	86100396	2013
Tommy Bahama Group, Inc.	HAPPY HULADAYS	4519342	2014
Tommy Bahama Group, Inc.	ISLAND ESTATE	4524688	2014
Tommy Bahama Group, Inc.	Island Fusion	86234028	2014
Tommy Bahama Group, Inc.	ISLAND LIFE BY TOMMY BAHAMA	85628144	2012
Tommy Bahama Group, Inc.	ISLAND TRADITIONS	85816546	2013
Tommy Bahama Group, Inc.	IVORY KEY	85954867	2013
Tommy Bahama Group, Inc.	KILIMANJARO	86210157	2014

Tommy Bahama Group, Inc.	LANDARA	85954876	2013
Tommy Bahama Group, Inc.	MARLIN BAR	85577786	2012
Tommy Bahama Group, Inc.	MARLIN BAR	86159365	2014
Tommy Bahama Group, Inc.	OCEAN CLUB	4524690	2014
Tommy Bahama Group, Inc.	RELAXOLOGY	4590299	2014
Tommy Bahama Group, Inc.	Relaxology	86337306	2014
Tommy Bahama Group, Inc.	ROAD TO CANBERRA TOMMY BAHAMA	4524689	2014
Tommy Bahama Group, Inc.	Royal Kahala Black Sands	86233890	2014
Tommy Bahama Group, Inc.	TOMMY BAHAMA	85843524	2013
Tommy Bahama Group, Inc.	TOMMY BAHAMA COMPASS	4561483	2014
Tommy Bahama Group, Inc.	TOMMY BAHAMA MARLIN BAR	85511924	2012
Tommy Bahama Group, Inc.	TOMMY BAHAMA NATIONAL RELAXATION DAY	4519343	2014
Tommy Bahama Group, Inc.	TRES CHIC	86234007	2014
Sugartown Worldwide LLC	A STORY WRITTEN IN THE SUN	85923933	2013
Sugartown Worldwide LLC	Anything is possible with sunshine and a little pink	86237299	2014
Sugartown Worldwide LLC	BUY ME LILLY	86210593	2014
Sugartown Worldwide LLC	Let's have a party. Let's have it tonight	86234171	2014
Sugartown Worldwide LLC	LIFE IN PRINT	85923916	2013
Sugartown Worldwide LLC	Life's a Party. Dress Like it	86234149	2014
Sugartown Worldwide LLC	LILLY PULITZER	86279879	2014

Sugartown Worldwide LLC	LUXLETIC	86321773	2014
Sugartown Worldwide LLC	LUXLETIC	86321786	2014
Sugartown Worldwide LLC	LUXELETIC	86342607	2014
Sugartown Worldwide LLC	Not always sunny but always in a sunny state of mind	86245523	2014
Sugartown Worldwide LLC	SPILL THE JUICE	86097587	2013
Sugartown Worldwide LLC	Style isn't just about what you wear, it's about how you live	86234206	2014