

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328837

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Receiving Party's entity type previously recorded on Reel 005407 Frame 0803. Assignor(s) hereby confirms the Receiving Party's entity type should be LIMITED PARTNERSHIP: DELAWARE.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brixton, LLC		11/19/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Capital II, LP		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76607365	BRIXTON	
<b>Serial Number:</b>	78694079	B BRIXTON LTD	
<b>Serial Number:</b>	77412951	BRIXTON	
<b>Serial Number:</b>	85006536	BRIXTON	
<b>Serial Number:</b>	85909954	BRIXTON	
<b>Serial Number:</b>	86149527	BRXTN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<i>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.</i>			
<b>Phone:</b>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>ATTORNEY DOCKET NUMBER:</b>	010997-0090		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		

CH \$165.00 76607365

<b>SIGNATURE:</b>	/jmp/
<b>DATE SIGNED:</b>	01/13/2015
<b>Total Attachments: 9</b> source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page1.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page2.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page3.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page4.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page5.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page6.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page7.tif source=2015-01-13 Amended Trademark Assignment Cover Sheet#page1.tif source=2015-01-13 Amended Trademark Assignment Cover Sheet#page2.tif	

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brixton, LLC		11/19/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Captial II, LP		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	CORPORATION DELAWARE LIMITED PARTNERSHIP		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76607365	BRIXTON	
<b>Serial Number:</b>	78694079	B BRIXTON LTD	
<b>Serial Number:</b>	77412951	BRIXTON	
<b>Serial Number:</b>	85006536	BRIXTON	
<b>Serial Number:</b>	85909954	BRIXTON	
<b>Serial Number:</b>	86149527	BRXTN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<b>Phone:</b>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<i>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.</i>			
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		

TRADEMARK

REEL: 005440 FRAME: 0003

<b>ATTORNEY DOCKET NUMBER:</b>	010997-0090
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce
<b>Signature:</b>	/jmp/
<b>Date:</b>	11/20/2014
<b>Total Attachments: 7</b> source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page1.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page2.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page3.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page4.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page5.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page6.tif source=2014-11-19 Patent and Trademark Security Agreement - Brixton#page7.tif	
<b>RECEIPT INFORMATION</b>	
<b>ETAS ID:</b>	TM323868
<b>Receipt Date:</b>	11/20/2014
<b>Fee Amount:</b>	\$165

TRADEMARK

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of November 19, 2014 (the “**Agreement**”), by and between BRIXTON, LLC, a California limited liability company (“**Debtor**”), and DEERPATH CAPITAL II, LP, a Delaware limited partnership (“**Deerpath**”), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

### WITNESSETH:

**WHEREAS**, Debtor and the other borrowers from time to time party thereto (collectively with Debtor, the “**Borrowers**”), Secured Party, the guarantors from time to time party thereto and the lenders from time to time party thereto (collectively, the “**Lenders**”) have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

**WHEREAS**, Debtor, the other Borrowers, the guarantors from time to time party thereto and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted a first-priority lien and security interest in substantially all of its assets to Secured Party;

**WHEREAS**, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents and patent applications that have been registered in (or applied for in) the United States Patent and Trademark Office, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks and trademark applications that have been registered in (or applied for in) the United States Patent and Trademark Office to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing;

provided however that the IP Collateral shall not include any Excluded Property (as defined in the Loan Agreement).

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation (other than contingent indemnification Obligations for which no claim has been asserted) and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.


SECTION 5. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, including by facsimile transmission and electronic mail in "portable document format" (".pdf") form, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

**DEBTOR:**  
**BRIXTON, LLC**  
a California limited liability company

By:   
Name: Michael Chapin  
Title: Chief Financial Officer

[SIGNATURE/ACKNOWLEDGMENT PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005440 FRAME: 0007**

**SECURED PARTY:**

**DEERPATH CAPITAL II, LP**  
a Delaware limited partnership,  
as Agent

By: Deerpath Capital II General Partner, LLC  
its general partner

By:   
Name: Anish Bahl  
Title: Chief Financial Officer



**Schedule 1**  
**to**  
**Patent and Trademark Security Agreement**

***Patents***


None.

***Registered Trademarks, Material Unregistered Trademarks, and  
Applications for Registration of Trademarks***

Attached.

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005440 FRAME: 0009**

COUNTRY	MARK	SN/FILING DATE RN/REG'N DATE	CLASS AND GOODS	STATUS / COMMENTS
USA	BRIXTON	76607365 8/17/2004  3109807 6/27/2006	Clothing; namely, shirts, T-shirts, tank tops, undershirts, [ night shirts, ] sweaters, sweatshirts, vests, jackets, coats. [ ties, ] belts for clothing, pants, trousers, shorts, [ boxer shorts, underwear, briefs, pajama tops, pajama bottoms, sweatpants, ] dresses, skirts, [ swimwear, ] board shorts, [ hosiery, ] socks, [ jogging suits, bandannas, ] neckerchiefs, scarves, rain coats, wind-resistant jackets, [ aprons, bath robes, wet suits, ] gloves, mittens and Headwear, namely, hats, caps [ and visors and head bands; and Footwear, namely, athletic footwear, casual footwear, boots, sandals and beach footwear ]	Registered.  Renewal due June 27, 2016.
USA		78694079 8/17/2004  3,148,186 9/26/2006	Clothing, namely, shirts, t-shirts, tank tops, undershirts, night shirts, sweaters, sweatshirts, vests, jackets, coats, ties, belts for clothing, pants, trousers, shorts, boxer shorts, underwear, briefs, pajama tops, pajama bottoms, sweatpants, dresses, skirts, swimwear, board shorts, hosiery, socks, jogging suits, bandannas, neckerchiefs, scarves, rain coats, wind-resistant jackets, aprons, bath robes wet suits, gloves, mittens and headwear, namely, hats, caps and visors and headbands; and footwear, namely, athletic footwear, casual footwear, boots, sandals and beach footwear,	Registered. .  Renewal due September 26, 2016.

COUNTRY	MARK	SN/FILING DATE RN/REG'N DATE	CLASS AND GOODS	STATUS / COMMENTS
USA	BRIXTON	77412951 03/04/2008  3511902 10/07/2008	Class 25: clothing, namely shirts, t-shirts, tank tops, undershirts, sweaters, sweatshirts, vests, jackets, coats, ties, belts for clothing, pants, trousers, socks, neckerchiefs, scarves, rain coats, wind-resistant jackets, gloves, and mittens; and headwear, namely hats, caps and visors, beanies and headbands.	Registered.  Renewal due October 7, 2018.
USA	BRIXTON	85006536 4/5/2010  3991999 7/12/2011	Class 25: denim jeans, woven pants and trousers	Registered. Section 8 affidavit due 7/12/2016-7/12/2017  Renewal due 7/12/2021.
USA	BRIXTON	85909954 4/19/2013  4625674 10/21/2014	CLASS 18: Backpacks, duffel bags, suitcases, satchels, briefcases, tote bags, beach bags, athletic bags, wallets, coin purses, credit card cases, fanny packs, key cases, toiletry cases sold empty.	Registered. Section 8 affidavit due October 22, 2019 to October 21, 2020.  Renewal due October 21, 2024.
USA	BRXTN	86149527 12/20/2013  4600396 9/9/2014	Class 25: clothing, namely shirts, t-shirts, tank tops, undershirts, sweaters, sweatshirts, vests, jackets, shorts, board shorts, coats, belts for clothing, pants, trousers, socks, neckerchiefs, scarves, rain coats, wind-resistant jackets, gloves, and mittens; and headwear, namely hats, caps and visors, beanies and headbands.	Registered. Section 8 affidavit due 09/10/2019 to 09/09/2020.  Renewal due 09/09/2024.