

03/10/2015



Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103671449

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TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

02-04-2015

1. Name of conveying party(ies)/Execution Date(s):

Stein Mart Holding Corp.

- Individual(s)
- General Partnership
- Corporation - FL
- Limited Liability Company

Citizenship:

Execution Date(s) February 3, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
- No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: One Boston Place, 16th Floor

City: Boston

State: MA

Country: USA

Zip: 02108

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC 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)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? Yes No

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

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

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsa@albanys.wolferskiuwer.com

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 690.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name: 03/17/2015 RUDBYEN1 00000023 3600301

01 FC:8521

40.00 DP

02 FC:8522

650.00 DP

9. Signature:

Signature

Joanne BL Arnold

Name of Person Signing

February 4, 2015


Date

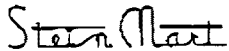


Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Stein Mart Holding Corp.	USA	2 A TEE	3,600,301	3/31/09
Stein Mart Holding Corp.	USA	ANDRE OLIVER	3,130,325	8/15/06
Stein Mart Holding Corp.	USA	ATTITUDES DEFINE YOUR OWN STYLE	3,557,059	1/6/09
Stein Mart Holding Corp.	USA	BELLE FRANCE	86/136/173	12/5/13
Stein Mart Holding Corp.	USA		1,658,938	10/1/91
Stein Mart Holding Corp.	USA	BIRCH HILL	2,308,268	1/18/00
Stein Mart Holding Corp.	USA	C CONCEPT	3,589,159	3/10/09
Stein Mart Holding Corp.	USA	CLEARWATER OUTFITTERS	3,039,406	1/10/06
Stein Mart Holding Corp.	USA	FABULOUS FIND	86/337,437	7/15/14
Stein Mart Holding Corp.	USA	ISLAND REPUBLIC	2,398,312	10/24/00
Stein Mart Holding Corp.	USA	KEELER BAY	1,883,000	3/7/95
Stein Mart Holding Corp.	USA	ONCE YOU GO, YOU GET IT	2,906,059	11/30/04
Stein Mart Holding Corp.	Mexico	PANACHE STEIN MART	620,243	8/30/1999
Stein Mart Holding Corp.	USA	PECK & PECK	1,514,032	11/22/88
Stein Mart Holding Corp.	USA	PECK & PECK	3,642,900	6/23/09
Stein Mart Holding Corp.	USA	SCOTT TAYLOR	1,756,934	3/9/93
Stein Mart Holding Corp.	USA	SETTE PONTI	3,124,139	8/1/06
Stein Mart Holding Corp.	USA	SOUTHERN PINES	4,649,693	12/2/14

Stein Mart Holding Corp.	USA		1,204,955	8/10/82
Stein Mart Holding Corp.	USA		2,152,544	4/21/98
Stein Mart Holding Corp.	USA	STEIN MART MORE FASHION. LESS PRICE.	3,952,721	4/26/11
Stein Mart Holding Corp.	USA	STEIN MART MAS ESTILO A MENOS PRECIO	4,017,090	8/23/11
Stein Mart Holding Corp.	USA	STURBRIDGE	1,642,144	4/23/91
Stein Mart Holding Corp.	USA	T. HARRIS	3,500,151	9/9/08
Stein Mart Holding Corp.	USA		3,497,124	9/2/08
Stein Mart Holding Corp.	USA	WINTERPORT	1,666,795	12/3/91
Stein Mart Holding Corp.	USA	YOU COULD PAY MORE, BUT YOU'LL HAVE TO GO SOMEWHERE ELSE	2,027,094	12/31/96

Trade Names

Stein Mart

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of February, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Credit Parties and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated February 3, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Stein Mart, Inc., a Florida corporation ("Stein Mart" or the "Lead Borrower"), and Stein Mart Buying Corp., a Florida corporation ("Buying Corp.", and together with Stein Mart, each individually a "Borrower" and collectively, "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Wells Fargo Bank, National Association, as Agent, the Credit Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Credit Parties and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Credit Parties and the Bank Product Providers, that certain Amended and Restated Security Agreement, dated as of February 3, 2015 (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 Agent, for the benefit of Credit Parties and the Bank Product Providers, 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 initially 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, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 27(f) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Credit Party and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Credit Parties, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Credit Parties and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

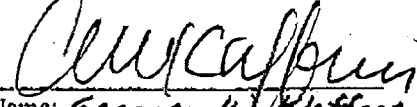
CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

STEIN MART HOLDING CORP.

By: 
Name: *Gregory W. Kleffner*
Title: *Vice President & Secretary*

[Signature Page to Trademark Security Agreement]

AGENT:

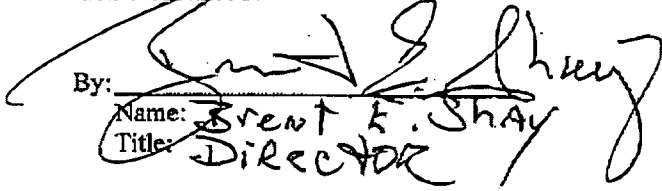
ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:

Name:

Title:


Brent K. Shay
Director

[Signature Page to Trademark Security Agreement]