

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBR, LLC		05/15/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	5727 196th SW		
Internal Address:	Mail Code: WA4-127-01-01		
City:	Lynnwood		
State/Country:	WASHINGTON		
Postal Code:	98036		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4653100	JOIE	
Registration Number:	4481243	WEAR FOR LOVE/LOVE FOR WEAR	
Registration Number:	4401650	FOLLE DE JOIE	
Registration Number:	4394581	JOIE A LA PLAGES	
Registration Number:	4280863	JOIE	
Registration Number:	4234675	LES FOLLES DE JOIE	
Registration Number:	3339292	JOIE	
Registration Number:	3915047	SOFT JOIE	
Registration Number:	3951704	SUNDAY GIRL	
Registration Number:	4004275	THE BOYFRIEND	
Registration Number:	3808094	FOLLE DE JOIE	
Registration Number:	3911475	CURRENT/ELLIOTT	
Registration Number:	3640831	PETIT JOIE	
Registration Number:	2885584	JOIE JEANS	
Registration Number:	1672663	EQUIPMENT BY CHRISTIAN RESTOIN	
Serial Number:	86007423	J	
Serial Number:	85934062	CURRENT/ELLIOTT	
Serial Number:	85772312	JOIE	
TRADEMARK			

OP \$490.00 4653100

Property Type	Number	Word Mark
Serial Number:	85739337	FOLLE DE JOIE
CORRESPONDENCE DATA		
Fax Number:	9192868199	
	<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>	
Phone:	919 286-8000	
Email:	PTO_TMconfirmation@mvalaw.com	
Correspondent Name:	MOORE & VAN ALLEN PLLC	
Address Line 1:	3015 CARRINGTON MILL BOULEVARD	
Address Line 2:	SUITE 400	
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560	
ATTORNEY DOCKET NUMBER:	327000-027271	
NAME OF SUBMITTER:	John E. Slaughter	
SIGNATURE:	/John E. Slaughter/	
DATE SIGNED:	05/15/2015	
Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of May 15, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and between RBR, LLC (the "Grantor") and Bank of America, N.A, as administrative agent and collateral agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Amended and Restated Credit Agreement dated as of May 15, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dutch, LLC (the "Borrower"), Dutch Fashion, LLC ("Holdings"), the Lenders and Issuing Banks party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of May 15, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

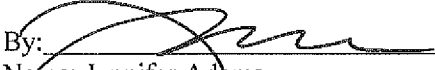
Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under IP Collateral consisting of any Trademarks now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule I and any exclusive Trademark Licenses under which such Grantor is a licensee, including those exclusive Trademark Licenses listed on Schedule II; provided that no security interest is granted on any intent-to-use trademark applications filed in the USPTO to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to use trademark applications under applicable Requirements of Law (collectively, the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

Section 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RBR, LLC,
a California limited liability company

By: 
Name: Jennifer Adams
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Dora A. Brown*

Name: Dora A. Brown

Title: Vice President

REGISTERED MARKS

Mark	Reg. No.	Reg. Date
JOIE	4653100	12/09/14
WEAR FOR LOVE/LOVE FOR WEAR	4481243	02/11/14
FOLLE DE JOIE	4401650	09/10/13
JOIE A LA PLAGES	4394581	09/03/13
JOIE	4280863	01/22/13
LES FOLLES DE JOIE	4234675	10/30/12
JOIE	3339292	11/20/07
SOFT JOIE	3915047	02/01/11
SUNDAY GIRL	3951704	04/26/11
THE BOYFRIEND	4004275	08/02/11
FOLLE DE JOIE	3808094	06/22/10
CURRENT/ELLIOTT	3911475	01/25/11
PETIT JOIE	3640831	06/16/09
JOIE JEANS	2885584	09/21/04
EQUIPMENT	4184707	08/07/12
EQUIPMENT BY CHRISTIAN RESTOIN	1672663	01/21/92

PENDING APPLICATIONS

Mark	Appl. No.	Filing Date
J	86007423	07/11/13
CURRENT/ELLIOTT	85934062	05/16/13
JOIE	85772312	11/06/12
FOLLE DE JOIE	85739337	09/26/12

Schedule II to Trademark Security Agreement

EXCLUSIVE TRADEMARK LICENSES

None.