

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN ACCESSORIES, INC.		05/07/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	340 Madison Avenue		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4169188	ANOTHER LINE	
Registration Number:	3796356	DEA MODA	
Serial Number:	77486219	DEA MODA	
Registration Number:	3097888	ANOTHER LINE	
Registration Number:	3014556	ANOTHER LINE	
Registration Number:	3025920	LODIS	
Registration Number:	1399610	A	
Registration Number:	1940961	AMERICAN ACCESSORIES	
Registration Number:	1535410	AMERICAN ACCESSORIES	
Registration Number:	1220073	AMERICAN BELT COMPANY	
Registration Number:	3556504	THE AMERICAN BELT COMPANY	
Registration Number:	4035605	AMERICAN ENDURANCE	
Registration Number:	1566036	AMERICAN LEATHER WORKS	
Registration Number:	1399668	DRAG WAISTERS	
Registration Number:	2017397		
Registration Number:	1270842	GENUINE LEATHER	
Registration Number:	1922961	MEN AT WORK	
Registration Number:	1611337	SUSPENSE	
TRADEMARK			

OP \$515.00 4169188

Property Type	Number	Word Mark
Registration Number:	2097896	TWICE AS NICE FOR ONE LOW PRICE
Registration Number:	1868356	WORK'N MAN

CORRESPONDENCE DATA

Fax Number: 4168657380

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: 4168658244

Email: efan@torys.com

Correspondent Name: Edward Fan

Address Line 1: 79 Wellington Street West

Address Line 2: 30th Floor

Address Line 4: Toronto, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER: 22764-2047

NAME OF SUBMITTER: Edward Fan

SIGNATURE: /Edward Fan/

DATE SIGNED: 06/09/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 7, 2015 is made by AMERICAN ACCESSORIES, INC., a Delaware corporation (herein referred to as "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit, Term Loan and Security Agreement of even date herewith (as amended, extended, restated, supplemented or modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (each a "Mark" and collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

* * *

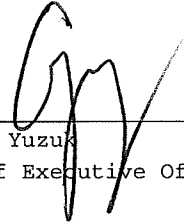
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AMERICAN ACCESSORIES, INC., a
Delaware corporation

By: _____

Name: Adam Yuzuk

Title: Chief Executive Officer and President

A handwritten signature in black ink, appearing to be 'AY', written over a horizontal line.

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 005548 FRAME: 0494

Acknowledged:

PNC BANK, NATIONAL ASSOCIATION,
as Agent and as Lender

By: Kevin Madigan
Name: Kevin Madigan
Title: SVP

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 005548 FRAME: 0495

STATE OF)
)ss.:
COUNTY OF)

On this ____ day of _____, 2015, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that she/he is the _____ of American Accessories, Inc., the Delaware corporation described in and which executed the foregoing instrument by order of the board of directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC

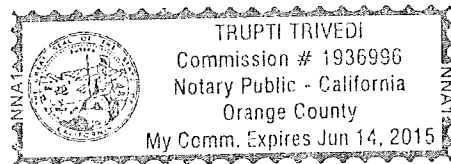
My commission expires:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.





STATE OF CALIFORNIA COUNTY OF Orange
Subscribed and sworn to (or affirmed) before me on this 1st day of May
20 15 by Adam Yuzuk,






proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Trupti Trivedi
(Signature of Notary)



Schedule 1 - Trademark Security Agreement

Mark	Jurisdiction	Serial Numbers/ Filing Date	Registration Number / Registration Date	Class/es	Status
ANOTHER LINE	US	85343199 6/10/2011	4169188 7/3/2012	9,18	REGISTERED
DEA MODA	US	77486209 5/29/2008	3796356 6/1/2010	18	REGISTERED
DEA MODA	US	77486219 5/29/2008	3796356 6/1/2010	25	REGISTERED
ANOTHER LINE	US	78640273 5/31/2005	3097888 5/30/2006	25	REGISTERED
ANOTHER LINE	US	76582515 3/22/2004	3014556 11/15/2005	40	REGISTERED
LODIS	US	76614861 10/4/2004	3025920 12/13/2005	16,18	REGISTERED
["A" Design] 	US	73567321 11/7/1985	07/01/1986 1,399,610	Class 25	- Renewed - Next Renewal Due by 07/01/2016
"AMERICAN ACCESSORIES" [and Design] 	US	74609178 12/9/1994	12/12/1995 1,940,961	Class 25	- Renewed - Next Renewal Due by 12/12/2015
"AMERICAN ACCESSORIES" [and Design] 	US	73732926 6/6/1988	04/18/1989 1,535,410	Class 25	- Renewed - Next Renewal Due by 04/18/2019
"THE AMERICAN BELT COMPANY" [and Design] 	US	73311507 5/21/1981	12/14/1982 1,220,073	Class 25	- Renewed - Next Renewal Due by 12/14/2022
"THE THE AMERICAN BELT COMPANY"	US	77439296 4/3/2008	01/06/2009 3,556,504	Class 35	- Registered - Renewal Due by 01/06/2019

Mark	Jurisdiction	Serial Numbers/ Filing Date	Registration Number / Registration Date	Class/es	Status
"AMERICAN ENDURANCE"	US	77907221 1/7/2010	10/04/2011 4,035,605	Class 25	- Registered - Declar. Under §§ 8 & 15 Due by 10/04/2017 - Renewal Due by 10/04/2021
"AMERICAN LEATHER WORKS" [and Design] 	US	73688492 10/7/1987	11/14/1989 1,566,036	Class 25	- Renewed - Next Renewal Due by 11/14/2019
"DRAG WAISTERS" [and Design] 	US	73550080 7/25/1985	07/01/1986 1,399,668	Class 28	- Renewed - Next Renewal Due by 07/01/2016
[Flexed Arm Design] 	US	75008706 10/20/1995	09/19/1996 2,017,397	Class 25	- Renewed - Next Renewal Due by 09/19/2016
"GENUINE LEATHER" [and Design] 	US	73408043 1/3/1983	03/20/2014 1,270,842	Class 25	- Renewed - Next Renewal Due by 03/20/2024
"MEN AT WORK" [and Design] 	US	74515712 4/15/1994	09/26/1995 1,922,961	Class 25	- Renewed - Next Renewal Due by 09/26/2015
"SUSPENSE"	US	73809892 6/29/1989	08/28/1990 1,611,337	Class 25	- Renewed - Next Renewal Due by 08/28/2020
"TWICE AS NICE FOR ONE LOW PRICE"	US	75219445 12/30/1996	09/16/1997 2,097,896	Class 25	- Renewed - Next Renewal Due by 09/16/2017

Mark	Jurisdiction	Serial Numbers/ Filing Date	Registration Number / Registration Date	Class/es	Status
<p style="text-align: center;">"WORK'N MAN" [and Design]</p> 	US	<p style="text-align: center;">74258767 3/24/1992</p>	<p style="text-align: center;">12/20/1994 1,868,356</p>	Class 25	<p style="text-align: center;">– Renewed – Next Renewal Due by 12/20/2014 – Grace Period Expires on 06/20/2015</p>