

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Brand Holdings, LLC		07/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	982289		
Registration Number:	0877451		
Registration Number:	3135267		
Registration Number:	0982290		
Registration Number:	3809945		
Registration Number:	4656888		
Registration Number:	2205789		
Registration Number:	1107860	HANG TEN	
Registration Number:	0808565	HANG TEN	
Registration Number:	0811306	HANG TEN	
Registration Number:	4656887	HANG TEN	
Registration Number:	0779097	HANG TEN	
Registration Number:	2205788	HANG TEN	
Registration Number:	2205322	HANG TEN	
Registration Number:	1033976	HANG TEN	
Registration Number:	4355049	HANG TEN GOLD	
Serial Number:	86096675		
Serial Number:	86096982	HANG TEN	
Serial Number:	86096638		
TRADEMARK			

OP \$640.00 982289

Property Type	Number	Word Mark
Serial Number:	86136210	
Serial Number:	86136165	
Serial Number:	86136126	HANG TEN
Serial Number:	86132836	HANG TEN
Serial Number:	86160564	
Serial Number:	86166602	

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F156924

NAME OF SUBMITTER: Lisa A. Cobbett

SIGNATURE: /Lisa A. Cobbett/

DATE SIGNED: 07/07/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of July 7, 2015, by AMERICAN BRAND HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for a loan to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof between Grantor and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee, a security interest in all of the assets of Grantor, including a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement and Security Agreement, and the terms and provisions thereof are hereby incorporated herein, in their entirety, by this reference thereto. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

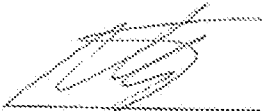
(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement, reference is made to Grantee or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICAN BRAND HOLDINGS, LLC

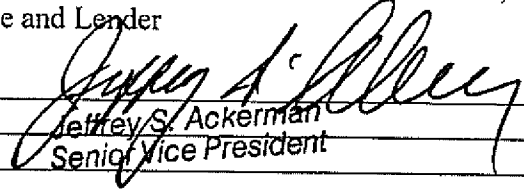
By: 
Name: Frederick J. Horowitz
Title: *President*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005570 FRAME: 0137

Agreed and Accepted
As of the Date First Written Above

ISRAEL DISCOUNT BANK OF NEW YORK,
as Grantee and Lender

By: 
Name: Jeffrey S. Ackerman
Title: Senior Vice President

1853818.1

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005570 FRAME: 0138

Schedule 1

Trademark Security Agreement

<u>Trademark</u>	<u>Country</u>	<u>App. #</u>	<u>Reg. #</u>	<u>App. Date</u>	<u>Reg. Date</u>
FOOTPRINTS & Design	Canada	0337595	191,920	11/4/1970	6/22/1973
FOOTPRINTS Design	Canada	0399301	256,580	6/18/1976	3/6/1981
FOOTPRINTS Design	Canada	0540744	352,810	4/23/1985	3/10/1989
HANG TEN	Canada	0399300	256,578	6/18/1976	3/6/1981
HANG TEN	Canada	0540743	318,692	4/23/1985	9/19/1986
HANG TEN & Design	Canada	0283995	139,511	8/7/1964	3/12/1965
HANG-TEN	Canada	0284209	139,516	8/21/1964	3/12/1965
DOUBLE FOOT PRINT DEVICE (DESIGN)	United States	72376936	982289	11/23/1970	4/16/1974
DOUBLE FOOT PRINT DEVICE (DESIGN)	United States	72294298	877451	3/27/1968	9/23/1969
DOUBLE FOOT PRINT DEVICE (DESIGN)	United States	78595136	3135267	3/25/2005	8/29/2006
DOUBLE FOOT PRINT DEVICE (DESIGN) (02)	United States	72380706	982290	1/11/1974	4/16/1974
DOUBLE FOOT PRINT DEVICE (DESIGN)03	United States	77852648	3809945	10/20/2009	6/29/2010
DOUBLE FOOT PRINT DEVICE (DESIGN)03	United States	85877538	4656888	3/15/2013	12/16/2014
DOUBLE FOOT PRINT DEVICE (DESIGN)03	United States	75402693	2205789	12/9/1997	11/24/1998
HANG TEN	United States	73137807	1107860	8/16/1977	12/5/1978
HANG TEN	United States	72222181	808565	6/28/1965	5/17/1966
HANG TEN	United States	72222050	811306	6/25/1965	7/19/1966
HANG TEN	United States	85877490	4656887	3/15/2013	12/16/2014
HANG TEN	United States	72184491	779097	1/10/1964	10/27/1964
HANG TEN	United States	75402692	2205788	12/9/1997	11/24/1998
HANG TEN & DOUBLE FOOT	United States	75338714	2205322	8/11/1997	11/24/1998
HANG TEN & DOUBLE FOOT	United States	73054947	1033976	6/12/1975	2/17/1976
HANG TEN GOLD & Design	United States	85574568	4355049	3/20/2012	6/18/2013
DOUBLE FOOT PRINT	United States	86096675		10/21/13	
HANG TEN	United States	86096982		10/21/13	
DOUBLE FOOT PRINT DESIGN	United States	86096638		10/21/13	
DOUBLE FOOT PRINT DESIGN	United States	86136210		12/5/13	
DOUBLE FOOT PRINT DESIGN	United States	86136165		12/5/13	
HANG TEN	United States	86136126		12/5/13	
HANG TEN	United States	86132836		12/2/13	
DOUBLE FOOT PRINT DEVICE	United States	86160564		1/8/14	
DOUBLE FOOT PRINT DEVICE	United States	86166602		1/15/14	