

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Haddad Apparel Group, Ltd.		07/16/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
Internal Address:	42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	86108171	ROOKIE VILLA	
Serial Number:	86570154	HADDAD BRANDS	
Serial Number:	86570026	H	
Serial Number:	85428633	ROOKIEUSA	
Serial Number:	85428625	ROOKIEUSA	
Serial Number:	85689800	BIGYANK BY MIGHTY MAC	
Serial Number:	85428644	ROOKIEUSA	
Serial Number:	85750886	QUILTEX	
Registration Number:	4293621		
Registration Number:	2367149	MM MIGHTY MAC	
Registration Number:	2367148	MM	
Registration Number:	1595515	JAC IN THE SAC	
Registration Number:	1118300	MIGHTY-MAC	
Registration Number:	0861049	MIGHTY-MAC	
CORRESPONDENCE DATA			
Fax Number:	2125453309		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2125921576
Email: rbroder@herrick.com
Correspondent Name: Robert S. Broder
Address Line 1: 2 Park Avenue
Address Line 2: Herrick, Feinstein LLP
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	10818-0097
NAME OF SUBMITTER:	Robert S. Broder
SIGNATURE:	/rsb/
DATE SIGNED:	07/17/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Agreement"), by THE HADDAD APPAREL GROUP, LTD., a New York corporation, having an office at 131 Docks Corner Road, Dayton, New Jersey 08810 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent, having an office at 270 Park Avenue, 42nd Floor, New York, New York 10017 (in such capacity and together with any successors in such capacity (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, reference is made to the Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as Administrative Agent and Issuing Bank, and Wells Fargo Bank, National Association, as Documentation Agent; and

WHEREAS, reference is made to the Pledge and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the Subsidiary Grantors (as defined therein) party thereto from time to time, and the Administrative Agent for the Secured Parties.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

(b) As used in this Agreement, the following terms have the following meanings:

"Agreement" shall have the meaning set forth in the preamble hereto.

"Credit Agreement" shall have the meaning set forth in the recitals hereto.

"Goodwill" shall mean, collectively, with respect to the Grantor, the goodwill connected with the Grantor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or License with respect to any Trademark in which the Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements,

engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of the Grantor's business.

“Security Agreement” shall have the meaning set forth in the recitals hereto.

“Trademarks” shall mean, with respect to the Grantor, all of Grantor's right, title, and interest in and to the following: (a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names, trade names trade dress, and trade styles, whether registered or unregistered, owned by or assigned to the Grantor, and the registrations and applications for registration thereof (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof) and the Goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all reissues, continuations, extensions and renewals thereof and amendments thereto; (d) all income, fees, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights and privileges corresponding to any of the foregoing throughout the world.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all of the Secured Obligations, the Grantor hereby pledges, hypothecates and assigns to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of the right, title and interest of the Grantor in, to and under the following property, wherever located, and whether now owned or existing or hereafter acquired or arising from time to time (collectively, the “Trademark Collateral”):

- (a) all Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When the Discharge of Obligations has occurred, the Administrative Agent shall, promptly after the Grantor's request, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement, all at the sole cost and expense of the Grantor.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a

signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

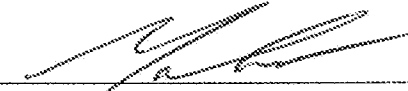
SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

THE HADDAD APPAREL GROUP, LTD.

By: 
Name: Marc Weintraub
Title: Vice President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

THE HADDAD APPAREL GROUP, LTD.

By: _____
Name: Marc Weintraub
Title:

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent






By:  _____
Name: Raymond Darcy
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005579 FRAME: 0468

SCHEDULE I

TRADEMARKS

Mark	Reg/SN	Status
ROOKIE VILLA	86108171	Notice of Allowance dated 10/21/15 – SOU/EXT due 10/21/15
HADDAD BRANDS	86570154	Filed March 19, 2015
 H design	86570026	Filed March 19, 2015
ROOKIEUSA	85428633	Notice of Allowance dated 4/16/13 – SOU/5 th EXT due 10/16/15
ROOKIEUSA	85428625	Notice of Allowance dated 4/23/13 – SOU/5 th EXT due 10/23/15
 BIGYANK BY MIGHTY MAC and Design	85689800	Suspended
ROOKIEUSA	85428644	Notice of Allowance dated 4/9/13 – SOU/5 th EXT due 10/9/15
QUILTEX	85750886	Suspended
 (zipper pull) design	4293621	Registered February 19, 2013
	2367149	Registered July 11, 2000 (renewed in 2010)
	2367148	Registered July 11, 2000 (renewed in 2010)
JAC IN THE SAC*	1595515	Registered May 8, 1990 * unreleased 3/20/97 Chase Manhattan Bank Security Interest recorded at reel/frame 1569/0001- second renewal not filed – registration subject to cancel- lation

MIGHTY-MAC*	1118300	Registered June 27, 1978 and renewed. * unreleased 3/20/97 Chase Manhattan Bank Security Interest recorded at reel/frame 1568/0988 and 1569/0001-
<i>MIGHTY-MAC</i> (stylized)	0861049	Registered November 26, 1968 and renewed. * unreleased 3/20/97 Chase Manhattan Bank Security Interest recorded at reel/frame 1568/0988 and 1569/0001-