

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOHNNY WAS, LLC		09/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 NORTH LOS ROBLES AVENUE, 7TH FLOOR		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3703891	JOHNNY WAS	
Registration Number:	4727118	PETE & GRETA	
Serial Number:	86386060	4 LOVE AND LIBERTY	
Serial Number:	86384740	BIYA	
CORRESPONDENCE DATA			
Fax Number:	2138915788		
<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:	213-8915935		
Email:	hpanneck@buchalter.com		
Correspondent Name:	Helen Panneck		
Address Line 1:	1000 Wilshire Blvd., Ste. 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	E0717-0010		
NAME OF SUBMITTER:	Helen Panneck		
SIGNATURE:	/Helen Panneck/		
DATE SIGNED:	09/16/2015		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”), dated as of September 16, 2015, is entered into by and between JOHNNY WAS, LLC, a Delaware limited liability company (“Grantor”), and EAST WEST BANK, a California banking corporation (“Secured Party”), with reference to the following facts:

RECITALS

A. Grantor and Secured Party are parties to a Loan and Security Agreement dated as of the date of this Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Loan Agreement).

B. Pursuant to the Loan Agreement, Secured Party has provided or will provide revolving and term credit facilities to Grantor.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enters into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of Grantor’s intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantor the revolving and term credit facilities and other Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

1. Grant of Security Interest. To secure the timely payment and performance of all Obligations of Grantor to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor’s right, title and interest in, to and under its intellectual property (collectively, the “Intellectual Property Collateral”), including, without limitation, the following:

(a) All present and future copyrights that are registered in the United States Copyright Office and registrations for all copyrights, including, without limitation, the registered copyrights, computer programs and other rights subject to copyright protection listed in Exhibit A attached hereto, and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the “Registered Copyrights”), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the “Unregistered Copyrights”), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing

thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the “Copyrights”;

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, but not limited to, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);
- (i) All trademark and service mark rights, whether registered or not, applications to register (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);
- (j) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (k) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (l) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (m) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

Notwithstanding anything contrary in any Loan Documents, for purposes, hereof, the term “Intellectual Property Collateral” shall not include the following (collectively, the “Excluded Property”): (i) “intent-to-use” Trademarks (or Trademark applications) to the extent that the grant of a security interest therein would negate the enforceability of such intent-to-use Trademark (or Trademark application) under applicable federal law or (ii) any item of Intellectual Property Collateral that is now or hereafter held by the Grantor that are subject to a purchase money Lien or a capital lease permitted by the Loan Agreement, but only to the extent that such item of Intellectual Property Collateral (or any agreement evidencing such item of Intellectual Property Collateral) contains a term or is subject to a law, statute or regulation that

prohibits the creation, attachment or perfection of the security interest granted herein by a Person (other than the Grantor), and any such prohibition is effective and enforceable under applicable law, provided such items shall constitute Intellectual Property Collateral to the extent permitted under Sections 9-406, 9-407, 9-408 or 9-409 of the applicable UCC; provided, however, that (x) Excluded Property shall not include any proceeds of any such Intellectual Property Collateral and (y) any such Intellectual Property Collateral that at any time ceases to satisfy the criteria for Excluded Property (whether as a result of the Debtors obtaining any necessary consent, any change in any rule of law, statute or regulation, or otherwise) shall no longer be Excluded Property.

2. Recordation. Grantor authorizes and requests any and all applicable United States government officials that maintain intellectual property registries to record and register this Agreement upon request by Secured Party.

3. Supplements. Grantor hereby authorizes Bank (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

GRANTOR:

JOHNNY WAS, LLC,
a Delaware limited liability company

By: 

Name: Adi Levite

Title: Chief Operating Officer

SECURED PARTY:

EAST WEST BANK,
a California banking corporation


By: 
Name: Allen Ameri
Title: First Vice President - Capital Markets

EXHIBIT A

Copyrights

Full Title	Copyright Number	Date
Annabella floral	VA0001353211	2005
For love and liberty	VA0001355341	2006
Freedom Tee	VA0001348814	2005
French rose	VA0001374660	2005
JWLA Joy tee	VA0001324214	2005
Love tank	VA0001328403	2005
Love tee	VA0001347205	2004
Paradise tee	VA0001328149	2005
Peacock	VA0001361885	2005
Suede roses	VA0001389073	2005
Dragon.	VA0001342946	2004
Fire bloom.	VA0001418275	2005
Love bouquet.	VA0001328307	2005
Piano shawl.	VA0001310850	2003
Rococo.	VA0001254560	2003
Rosebird.	VA0001348316	2004
Russian flower.	VA0001319714	2003
Chevron.	VA0001290100	2003

EXHIBIT B

Patents

N/A

EXHIBIT C

Trademarks

Trademark	Territory	Serial No./ Registration No.
1. JOHNNY WAS, Class 25		
	Australia	Registration No. 1650462
	Canada	Application No. 1696506.
	China	Registration No. 6554942
	European Community	Registration No. 013323175
	Japan	Registration No. 5744785
	Korea	Application No.40-2014- 0067181
	USA	Registration No. 3703891
2. PETE & GRETA, Class 25		
	Australia	Registration No. 1650461
	Canada	Application No. 1696525
	China	Application No.15478431
	Korea	Application No. 40-2014-0067184
	USA	Registration No. 4727118
3. 4 LOVE AND LIBERTY, Class 25		
	Canada	Application No. 1696516
	China	Application No. 15478430
	Korea	Application No. 40-2014-0067182
	USA	Application No. 86386060
4. BIYA, Class 25		
	Canada	Application No. 1696446
	USA	Application No. 86384740
	European Community	Registration No. 013323159