

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Fourth Supplement to Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOE'S HOLDINGS LLC		09/11/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS AGENT		
Street Address:	100 FEDERAL STREET		
Internal Address:	9TH FLOOR		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	86410732	DON'T HOLD BACK	
Serial Number:	86410714	DON'T HOLD BACK	
Serial Number:	85259445	ELSE	
Serial Number:	85259450	JOE'S WILD	
Serial Number:	78683266	THE LOVER	
Serial Number:	78308471	JOE'S	
Serial Number:	78308448	JOE'S JD	
Serial Number:	77980310	JD	
Serial Number:	77524002	JOE'S JD	
Serial Number:	77523997	JOE'S	
Serial Number:	77524004	JD	
Serial Number:	77421197	JOE'S JD	
Serial Number:	76225411	JD	
Serial Number:	77796819	THE SHIRT BY JOE'S	
CORRESPONDENCE DATA			
Fax Number:	8004947512		

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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: 2023704750
Email: ipteam@nationalcorp.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F158181
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	09/16/2015

Total Attachments: 5

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**FOURTH SUPPLEMENT TO GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This Fourth Supplement to Grant of Security Interest in United States Trademarks (this "Fourth Supplement") is made as of the 11th day of September 2015 by **JOE'S HOLDINGS LLC**, a Delaware limited liability company (the "Grantor"), in favor of **BANK OF AMERICA, N.A.**, as administrative agent and collateral agent (in such capacity, the "Grantee") for the credit parties under the Security Agreement (defined below).

WHEREAS, reference is made to that certain (a) Amended and Restated Security Agreement dated as of August 15, 2014 (the "Security Agreement"), entered into by, among others, certain Grantors (as defined therein) and the Grantee, and (b) Grant of Security Interest in United States Trademarks dated March 28, 2013 and recorded with the United States Patent and Trademark office on March 28, 2013 at Reel 004993, Frame 0107 (the "Existing Grant"), executed and delivered by certain Grantors (as defined therein) in favor of the Grantee, pursuant to which such Grantors pledged, assigned and granted a security interest in certain Marks (as defined therein), as supplemented pursuant to the First Supplement to Grant of Security Interest in United States Trademarks dated February 21, 2014 and recorded on March 18, 2014 at Reel 005239, Frame 0038, as further supplemented pursuant to the Second Supplement to Grant of Security Interest in United States Trademarks dated August 15, 2014 and recorded on August 15, 2014 at Reel 005345, Frame 0155, and as further supplemented pursuant to the Third Supplement to Grant of Security Interest in United States Trademarks dated May 14, 2015 and recorded on May 15, 2015 at Reel 005517, Frame 0926 (collectively, the "TM Supplements" and together with the Existing Grant, collectively, the "Grant"), to which the Grantor, joined as a party pursuant to the Joinder Agreement dated September 11, 2015;

WHEREAS, pursuant to the Security Agreement, as further evidenced by the Grant, the Grantor has granted a security interest to the Grantee in, among other things, the Marks; and

WHEREAS, the Grantor has developed and/or acquired additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the Marks referenced on Schedule A as such Schedule A exists immediately prior to the date hereof (including as supplemented pursuant to the TM Supplements), and (ii) the Marks referenced on Schedule A-1 annexed hereto.

3. Miscellaneous:

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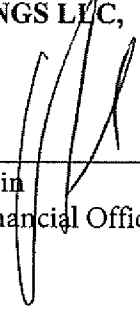
- a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
- b. This Fourth Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Fourth Supplement as of the date first written above.



JOE'S HOLDINGS LLC,
as a Grantor


By: _____
Name: Gary Klein
Title: Chief Financial Officer



Signature page to Fourth Supplement to Grant of Security Interest in United States Trademarks

SCHEDULE A-1

	Country	Mark	Design	Appln. No.	Filing Date	Reg. No.	Reg. Date
1.	USA	DON'T HOLD BACK		86410732	September 30, 2014		
2.	USA	DON'T HOLD BACK)		86410714	9/30/2014		
3.	USA	ELSE		85259445	3/7/2011	4688931	2/17/2015
4.	USA	JOE'S WILD		85259450	3/7/2011	4659846	12/23/2014
5.	USA	THE LOVER		78683266	8/2/2005	3114334	7/11/ 2006
6.	USA	JOE'S	JOE'S	78308471	10/2/2003	3225514	4/3/2007
7.	USA	JOE'S JD	JOE'S JD	78308448	10/2/2003	3156022	10/17/2006
8.	USA	JD		77980310	6/12/2009	3865934	10/19/2010
9.	USA	JOE'S JD	JOE'S JD	77524002	7/16/2008	3857397	10/5/2010
10.	USA	JOE'S	JOE'S	77523997	7/16/2008	3861398	10/12/2010
11.	USA	JD		77524004	7/16/2008	3861399	10/12/2010
12.	USA	JOE'S JD	JOE'S JD	77421197	3/13/2008	3551675	12/23/2008

	Country	Mark	Design	Appln. No.	Filing Date	Reg. No.	Reg. Date
13.	USA	JD		76225411	3/16/2001	2653566	11/26/2002
14.	USA	THE SHIRT BY JOE'S		77796819	8/4/2009	3830608	8/10/2010

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