

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUDSON CLOTHING, LLC		09/11/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The CIT Group/Commercial Services, Inc.		
Street Address:	300 South Grand Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86372593	VEILED	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	John Salvage		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	John Salvage		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	09/22/2015		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HUDSON CLOTHING, LLC

- | | |
|--|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation- State: _____ | |
| <input checked="" type="checkbox"/> Other <u>LLC</u> | |

Citizenship (see guidelines) California

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: The CIT Group/Commercial Services, Inc.

Internal

Address: _____

Street Address: 300 South Grand Avenue

City: Los Angeles

State: California

Country: USA Zip: 90071

- | | |
|---|-----------------------------|
| <input type="checkbox"/> Association | Citizenship _____ |
| <input type="checkbox"/> General Partnership | Citizenship _____ |
| <input type="checkbox"/> Limited Partnership | Citizenship _____ |
| <input checked="" type="checkbox"/> Corporation | Citizenship <u>Delaware</u> |
| <input type="checkbox"/> Other _____ | Citizenship _____ |

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 11, 2015

- | | |
|--|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input checked="" type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____ | |

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I attached

B. Trademark Registration No.(s)

See Schedule I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John Salvage

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: Ohio Zip: 43219

Phone Number: 614-280-3568

Fax Number: _____

Email Address: John.Salvage@wolterskluwer.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Authorized to be charged by credit card |
| <input type="checkbox"/> | Authorized to be charged to deposit account |
| <input type="checkbox"/> | Enclosed |

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Leslie Kirsner

Signature

September 22, 2015

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
 REEL: 005628 FRAME: 0232**

TRADEMARK SECURITY AGREEMENT
(SUPPLEMENTAL)

TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL), dated as of September 11, 2015, by and between HUDSON CLOTHING, LLC, a California limited liability company ("Grantor"), in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC. in its capacity as Administrative Agent and Collateral Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit Agreement dated as of the date hereof, by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have made the Loans for the benefit of Grantor and the other Loan Parties;

WHEREAS, Grantor and the other Loan Parties have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as September 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement (Supplemental);

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark licenses referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement (Supplemental) are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement (Supplemental) and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

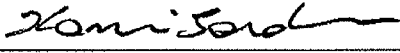
5. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, each of (i) the obligations of Grantor under this Trademark Security Agreement (Supplemental), (ii) the security interest granted to Agent by Grantor pursuant to this Trademark Security Agreement (Supplemental) (including priority thereof), (iii) the release of Trademark Collateral from any security interest granted and created hereby and (iv) the exercise of any right or remedy by Agent hereunder are, in each case, subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement (Supplemental), the provisions of the Intercreditor Agreement shall control.

6. COUNTERPARTS. This Trademark Security Agreement (Supplemental) may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement (Supplemental) by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement (Supplemental). Any party delivering an executed counterpart of this Trademark Security Agreement (Supplemental) by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement (Supplemental).

[Signature Page Follows]

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

HUDSON CLOTHING, LLC

By: 
Name: Hamish Sandhu
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005628 FRAME: 0235**

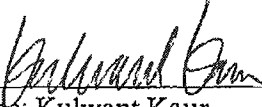
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement (Supplemental) to be executed and delivered by its duly authorized officer as of the date first set forth above.

HUDSON CLOTHING, LLC,
a California corporation

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**THE CIT GROUP/COMMERCIAL
SERVICES, INC.,** as Agent

By:  _____
Name: Kulwant Kaur
Title: Vice President

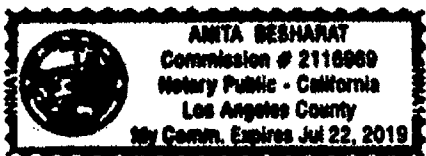
[SIGNATURE PAGE TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005628 FRAME: 0236**

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On this 11th day of September, 2015, before me personally appeared Hamish Sandhu, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HUDSON CLOTHING, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said company as authorized by its members and that he acknowledged said instrument to be the free act and deed of said corporation.



Anita Besharat

Notary Public

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL)
TRADEMARK REGISTRATIONS

TRADEMARKS (with Application/Registration numbers, as applicable)

Trademark	Country	Reg. No.	Reg. Date
VEILED	USA	86372593	August 20, 2014

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

Schedule I