

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362261

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Georgica Pine Clothiers, LLC		11/13/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4631832	CATALINA CLOTH	
<b>Registration Number:</b>	4067176	JMCL	
<b>Registration Number:</b>	4073839	J. MCLAUGHLIN	
<b>Registration Number:</b>	4073840	J. MCLAUGHLIN	
<b>Registration Number:</b>	3123298	J. MCLAUGHLIN	
<b>Registration Number:</b>	1996010	J. MAC	
<b>Registration Number:</b>	1282552	J.MCLAUGHLIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>			
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	337968-196		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		

CH \$190.00 4631832

<b>DATE SIGNED:</b>	11/13/2015
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2015, is between **GEORGICA PINE CLOTHIERS, LLC**, a New York limited liability company (the “Grantor”), and **GOLUB CAPITAL LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the “Grantee”), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Security Agreement (as hereinafter defined).

### RECITALS

**WHEREAS**, Grantor owns the Trademark registrations and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor entered into that certain Credit Agreement dated as of November 13, 2015 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto from time to time, Grantor, as Borrower Representative, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrowers thereunder, including the Grantor, by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of November 13, 2015 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in all of its Collateral, including all right, title and interest of Grantor in and to the Trademark Collateral (as hereinafter defined), to secure the payment of the Obligations.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure payment of the Obligations, a continuing security interest in all of Grantor’s right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or hereafter acquired and whether presently existing or hereafter arising:

- (1) each Trademark registration and Trademark application owned by Grantor, set forth on **Schedule 1** annexed hereto;
- (2) all goodwill of the business associated with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration

referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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 of any conflict between any provision of this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement will control.


Upon the payment in full of the Obligations, at the request of the Grantor, the Grantee shall execute, acknowledge, and deliver to the Grantor a written instrument in recordable form releasing the collateral pledges, grants, liens and security interests in the Trademark Collateral under this Trademark Security Agreement.

Sections 12.9 (*Governing Law*), 12.12 (*Counterparts*) and 12.13 (*Waiver of Jury Trial*) of the Credit Agreement are hereby incorporated by reference *mutatis mutandis*.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

GEORGICA PINE CLOTHIERS, LLC,  
a New York limited liability company

By:   
Name: Robert Dwyer  
Title: Treasurer

J. McLaughlin Trademark Security Agreement

Acknowledged:

**GOLUB CAPITAL LLC,**

a Delaware limited liability company, as Administrative Agent

By: GC Advisors LLC, its sole member

By: 

Name: Marc C. Robinson

Title: Managing Director

**Schedule 1**  
**to**  
**Trademark Security Agreement**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Registration Number / Registration Date</b>	<b>Application Number / Filing Date</b>
CATALINA CLOTH	4631832 11/04/2014	86226652 03/20/2014
JMCL	4067176 12/06/2011	85312008 05/04/2011
J. MCLAUGHLIN	4073839 12/20/2011	85312021 05/04/2011
J. MCLAUGHLIN	4073840 12/20/2011	85312029 05/04/2011
J. MCLAUGHLIN	3123298 08/01/2006	78674235 07/20/2005
J. MAC	1996010 08/20/1996	74557182 08/04/1994
J.MCLAUGHLIN	1282552 06/19/1984	73367943 06/04/1982

**U.S. TRADEMARK APPLICATIONS**

None.