

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Peyser Sportswear, Inc.		11/12/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn St., Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1766768	MV SPORT	
Registration Number:	4700320	AMERICAN THREADS EST. 1986	
Registration Number:	1489462		
Serial Number:	86686428	FLYBYHIRE	
Registration Number:	3030061	G GIRL EXCLUSIVELY BY THE GAME	
Registration Number:	2275077		
Registration Number:	1410919	THE GAME	
Registration Number:	1561018	THE GAME	
Registration Number:	3564708		
Registration Number:	2576773		
Registration Number:	3733344		
Registration Number:	1495869	G	
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>			
Phone:	312-701-8110		
Email:	ccritchelow@mayerbrown.com, msherlock@mayerbrown.com		
Correspondent Name:	Chandra Critchelow		
Address Line 1:	P.O. Box 2828		
TRADEMARK			

CH \$315.00 1766768

Address Line 4:	Chicago, ILLINOIS 60690-2828
ATTORNEY DOCKET NUMBER:	15479453
NAME OF SUBMITTER:	Chandra J. Critchelow
SIGNATURE:	/CJC/
DATE SIGNED:	12/01/2015
Total Attachments: 11 source=5. JPM-Peyser Trademark Security Agreement (Executed)#page1.tif source=5. JPM-Peyser Trademark Security Agreement (Executed)#page2.tif source=5. JPM-Peyser Trademark Security Agreement (Executed)#page3.tif source=5. JPM-Peyser Trademark Security Agreement (Executed)#page4.tif source=5. JPM-Peyser Trademark Security Agreement (Executed)#page5.tif source=5. JPM-Peyser Trademark Security Agreement (Executed)#page6.tif source=5. JPM-Peyser Trademark Security Agreement (Executed)#page7.tif source=5. JPM-Peyser Trademark Security Agreement (Executed)#page8.tif source=5. JPM-Peyser Trademark Security Agreement (Executed)#page9.tif source=5. JPM-Peyser Trademark Security Agreement (Executed)#page10.tif source=5. JPM-Peyser Trademark Security Agreement (Executed)#page11.tif	

November 12, 2015

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS D P I Imports, Inc., a New York corporation, (the “Pledgor”) is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (together with any other trademarks or trademark applications now or hereafter acquired by Pledgor, collectively, the “Trademarks”);

WHEREAS, David Peyser Sportswear, Inc. (the “Borrower”), an affiliate of the Pledgor, is a borrower under that certain Credit Agreement, dated as of the date hereof, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrower, certain subsidiaries of the Borrower, as guarantors (the “Loan Guarantors”), the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the “Administrative Agent”);

WHEREAS to secure all of the Borrower’s and the Loan Guarantors’ obligations under the Credit Agreement, the other Loan Documents and certain Banking Services Obligations and Swap Agreement Obligations (as defined in the Credit Agreement), the Pledgor has entered into that certain Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Borrower, the Loan Guarantors, and the Administrative Agent, pursuant to which Pledgor has granted to the Administrative Agent a security interest in substantially all assets of Pledgor, including, without limitation, the Trademarks;

WHEREAS the Pledgor and the Administrative Agent contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Pledgor’s right, title and interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

Pledgor hereby reconfirms the terms of the Security Agreement. Pledgor further hereby pledges and mortgages to the Administrative Agent, and grants to the Administrative Agent a security interest in, Pledgor’s right, title and interest in and to the Trademarks, together with the entire good will of Pledgor’s business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of Pledgor’s rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the “Trademark Collateral”).

The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Security Agreement (Trademarks).

This Security Agreement (Trademarks) has been entered into in connection with the Security Agreement, and the Pledgor and the Administrative Agent hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement (Trademarks) shall be governed by, and construed in accordance with the laws of the State of New York.

This Security Agreement (Trademarks) may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

If Pledgor shall obtain rights to any new Trademarks, the provisions of this Security Agreement (Trademarks) shall automatically apply thereto. Pledgor shall give prompt notice in writing to Administrative Agent with respect to any such new Trademarks. Pledgor hereby authorizes Administrative Agent to unilaterally modify this Security Agreement (Trademarks) by amending Schedule A to include such new Trademarks on Schedule A. However, no failure to so modify Schedule A shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Trademarks, whether or not listed on Schedule A.

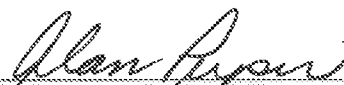
Notwithstanding anything to the contrary, the Liens and security interests granted to the Administrative Agent pursuant to this Security Agreement (Trademarks) are expressly subject to the Intercreditor Agreement, dated as of the date hereof, among the Administrative Agent, Capital One, National Association and the Pledgor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgor and the Administrative Agent have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PLEDGOR:

D P I IMPORTS, INC., a New York corporation

By: 

Name: Alan Peysor

Title: President

Trademark Security Agreement

TRADEMARK
REEL: 005680 FRAME: 0409

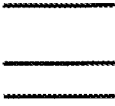


ADMINISTRATIVE AGENT:




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

By: Sarah Veitch
Name: Sarah Veitch
Title: Authorized Officer




SCHEDULE A

Trademarks Owned By David Peyser Sportswear, Inc.		
Trademark	Registration Number	Registration Date
	1766768	March 10, 2015
	4700320	May 24, 1988
	1489462	July 12, 1988
FLYBYHIRE	866868428	December 13, 2005
	1495869	July 8, 2015
	3030061	September 7, 1999
	2275077	Pending
THE GAME	1410919	September 23, 1986
	1561018	October 17, 1989

	3564708	January 20, 2009
	2576773	June 4, 2002
	3733344	January 5, 2010


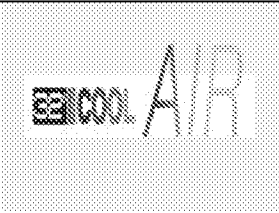

Trademarks Licensed to David Peyser Sportswear, Inc. by D P I Imports, Inc.		
Trademark	Registration Number	Registration Date
	1869676	December 27, 1994
WEATHER REPORT	2098272	September 16, 1997
	2492858	September 25, 2001
impermeable by weatherproof	2225168	February 23, 1999
	3931995	March 15, 2011

WEATHERPROOF	3932295	March 15, 2011
	3932296	March 15, 2011
WEATHERPROOF	3192099	January 2, 2007
WEATHERPROOF GARMENT COMPANY	3189057	December 26, 2006
	4358838	June 25, 2013
	85755731	October 16, 2012
	85756107	October 17, 2012
SUNPROOF BY WEATHERPROOF	86663515	June 16, 2015
	86301819	June 5, 2014

	86032588	August 8, 2013
	86663517	June 16, 2015
JUNIOR GALLERY	1663490	November 5, 1991
GALLERY	13969094	November 5, 1985
URBAN EQUIPMENT	1340963	June 11, 1985
	1354320	August 13, 1985
PRO-WEAVE	1432038	March 10, 1987
GALLERY	1440034	May 19, 1987
YOUNG GALLERY	1474258	January 26, 1988
GALLERY	1495208	July 5, 1988
GALLERY WOMAN	1530973	March 21, 1989
J. GALLERY	1543674	June 13, 1989

	1674373	February 4, 1992
FOX KNAPP	1862577	November 15, 1994
WEATHERCAST	2582737	June 18, 2002
LIFE IS A JOURNEY. STAY WARM. KEEP DRY.	2540394	February 19, 2002
PORTRAIT	3104250	June 13, 2006
THERMA BY WEATHERPROOF	3493317	August 26, 2008
CROSS WEAVE	3413679	April 15, 2008
RESPIRE	3610698	April 21, 2009
HEATKEEP	42146715433 ¹	September 25, 2012
	4034151	October 4, 2011
WEATHER KIDS	4790775	August 11, 2015
WEATHER BABY	85415543	September 6, 2011
	85444763	October 11, 2011
HEATLAST	4463176	January 7, 2014
SUNPROOF BY WEATHERPROOF	85514379	January 11, 2012
HEATKEEP	85543060	February 15, 2012

¹ Confirm registration number

	4325605	April 23, 2013
COOLKEEP	4408165	September 24, 2013
WEATHERWASH	85803124	December 14, 2012
WEATHERMAN	85861551	February 27, 2013
MISS GALLERY	4786279	August 4, 2015
	86012866	July 17, 2013
	86518847	January 29, 2015

Trademarks Licensed to MV Corp., Inc. by D P I Imports, Inc.

All Weatherproof marks licensed to David Peyser Sportswear, Inc. are also licensed to MV Corp., Inc.

Domain Name	Expiration Date	Status	Registrant	Registrar
Weatherproofgarment.com	8/18/2025	Active	Perfect Privacy, LLC	Network Solutions
Weatherproofco.com	9/7/2019	Active	Perfect Privacy, LLC	Network Solutions
Wpmv.com	2/24/2023	Inactive	Perfect Privacy, LLC	Network Solutions
Wpmvmail.com	11/22/2018	Active	Perfect Privacy, LLC	Network Solutions
Mvsport-art.com	9/26/2019	Active	David Peyser Sportswear	Network Solutions
2thegame.com	10/1/2020	Inactive	Perfect Privacy, LLC	Network Solutions
Thegameheadwear.com	1/4/2016	Active	David Peyser Sportswear	Network Solutions
Thegamellc.com	10/1/2016	Active	Perfect Privacy, LLC	Network Solutions
Jgallery.com	12/25/2020	Active	J. Gallery LTD	Network Solutions
Weatherproofvintage.com	11/7/2016	Active	Eliot Peyser	GoDaddy
32degreesheat.com	8/27/2016	Active	32DEGREES	1 & 1 INTERNET AG
32degreescool.com	8/27/2016	Active	32DEGREES	1 & 1 INTERNET AG