

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366587

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|-----------------------------------|--|-----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| John Varvatos Apparel Corp. | | 12/18/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Lion/Hendrix Cayman Limited | | |
| Street Address: | 1 Cayman Financial Center | | |
| Internal Address: | PO Box 2510 | | |
| City: | George Town, Grand Cayman | | |
| State/Country: | CAYMAN ISLANDS | | |
| Postal Code: | KY1-1104 | | |
| Entity Type: | Exempted limited company: CAYMAN ISLANDS | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2948321 | JOHN VARVATOS | |
| Registration Number: | 3617500 | JOHN VARVATOS | |
| Registration Number: | 3674479 | JOHN VARVATOS U.S.A. | |
| Registration Number: | 3431137 | | |
| Registration Number: | 3332268 | JOHN VARVATOS | |
| Registration Number: | 3413318 | JOHN VARVATOS VINTAGE | |
| Registration Number: | 3825727 | JOHN VARVATOS ARTISAN | |
| Registration Number: | 3794555 | FREE THE NOISE | |
| Registration Number: | 3905731 | JOHN VARVATOS BOWERY NYC | |
| Registration Number: | 4122158 | JOHN VARVATOS ARTISAN BLACK | |
| Registration Number: | 4350655 | JOHN VARVATOS U.S.A. | |
| Registration Number: | 4352484 | JOHN VARVATOS U.S.A. | |
| Registration Number: | 4424187 | VV | |
| Registration Number: | 4534465 | STYLE & SUBSTANCE | |
| Registration Number: | 4369061 | | |
| Registration Number: | 4369060 | | |
| Serial Number: | 85680641 | JOHN VARVATOS | |
| Serial Number: | 85710443 | | |

OP \$515.00 2948321

| Property Type | Number | Word Mark |
|----------------|----------|-----------------------|
| Serial Number: | 86212185 | JOHN VARVATOS RECORDS |
| Serial Number: | 86282577 | PEACE ROCKS |

CORRESPONDENCE DATA

Fax Number: 2122919868

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: 212-558-4229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

ATTORNEY DOCKET NUMBER: 022229/00004 (RAD)

NAME OF SUBMITTER: Raffaele A. DeMarco

SIGNATURE: /Raffaele A. DeMarco/

DATE SIGNED: 12/21/2015

Total Attachments: 7

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THE LIEN AND SECURITY INTEREST CREATED BY THIS TRADEMARK SECURITY AGREEMENT IS SUBORDINATED TO THE LIEN AND SECURITY INTEREST OF CERTAIN CREDITORS OF JVA HEREOF PURSUANT TO THE TERMS AND CONDITIONS SET FORTH IN THE INTERCREDITOR AGREEMENT.

Trademark Security Agreement

Trademark Security Agreement, dated as of December 18, 2015, by John Varvatos Apparel Corp., a Delaware corporation (“JVA”), in favor of Lion/Hendrix Cayman Limited, a Cayman Islands exempted limited company, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Agent”).

W I T N E S S E T H:

WHEREAS, JVA is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which JVA is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Credit Parties, to execute, deliver and perform the Obligations, JVA hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As collateral security for the payment and performance in full of all the Secured Obligations, JVA hereby pledges and grants to the Agent for its benefit and for the benefit of the other Credit Parties, a lien on and security interest in and to all of the right, title and interest of JVA in, to and under all of the following Intellectual Property Collateral of JVA (collectively, the “Trademark Collateral”):

- (a) all Trademarks owned by or assigned to JVA, including those listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding anything herein (including in Schedule I) to the contrary, in no event shall the security interest and lien granted under this Section 2 attach to (nor shall the Trademark Collateral include) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Authorization to Supplement. JVA hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future Trademark Collateral of JVA. Notwithstanding the foregoing, no failure to so modify this Trademark Security

Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

SECTION 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the security interest granted to the Agent under the Security Agreement and JVA hereby acknowledges and affirms that the rights and remedies of the 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to JVA an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Agent shall reasonably cooperate with any efforts made by JVA to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Property Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

JOHN VARVATOS APPAREL CORP.

By: 

Name: Jacob Capps
Title: Vice President

Agreed and Accepted:

LION/HENDRIX CAYMAN LIMITED,
as Agent

By: _____

Name: Graham Tester
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005693 FRAME: 0407


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

JOHN VARVATOS APPAREL CORP.

By: _____
Name: Jacob Capps
Title: Vice President

Agreed and Accepted:

LION/HENDRIX CAYMAN LIMITED,
as Agent

By:  _____
Name: Graham Tester
Title: Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

| Trademark | Record Owner | Country | App. No. | App. Date | Reg. No. | Reg. Date | Status | Class |
|-------------------------------|----------------------------|--------------------------|------------|------------|-----------|------------|------------|------------|
| JOHN VARVATOS | John Varvatos Apparel Corp | United States of America | 76/032,867 | 04/24/2000 | 2,948,321 | 05/10/2005 | Registered | 18 3 25 35 |
| JOHN VARVATOS | John Varvatos Apparel Corp | United States of America | 78/455,034 | 07/22/2004 | 3,617,500 | 05/05/2009 | Registered | 14 |
| JOHN VARVATOS U.S.A. | John Varvatos Apparel Corp | United States of America | 78/569,681 | 02/17/2005 | 3,674,479 | 08/25/2009 | Registered | 25 |
| Design Only (Peace Sign Logo) | John Varvatos Apparel Corp | United States of America | 78/569,538 | 02/17/2005 | 3,431,137 | 05/20/2008 | Registered | 25 |
| JOHN VARVATOS | John Varvatos Apparel Corp | United States of America | 78/839,114 | 03/16/2006 | 3,332,268 | 11/06/2007 | Registered | 9 |
| JOHN VARVATOS VINTAGE | John Varvatos Apparel Corp | United States of America | 78/889,006 | 05/22/2006 | 3,413,318 | 04/15/2008 | Registered | 3 |
| JOHN VARVATOS ARTISAN | John Varvatos Apparel Corp | United States of America | 77/537,130 | 08/01/2008 | 3,825,727 | 07/27/2010 | Registered | 3 |
| FREE THE NOISE | John Varvatos Apparel Corp | United States of America | 77/694,713 | 03/19/2009 | 3,794,555 | 05/25/2010 | Registered | 41 |

| <u>Trademark</u> | <u>Record Owner</u> | <u>Country</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> | <u>Class</u> |
|---------------------------------|----------------------------|--------------------------|-----------------|------------------|-----------------|------------------|---------------|--------------|
| JOHN VARVATOS BOWERY NYC | John Varvatos Apparel Corp | United States of America | 77/980,586 | 04/29/2009 | 3,905,731 | 01/11/2011 | Registered | 35 |
| JOHN VARVATOS ARTISAN BLACK | John Varvatos Apparel Corp | United States of America | 77/759,954 | 06/15/2009 | 4,122,158 | 04/03/2012 | Registered | 3 |
| JOHN VARVATOS U.S.A. (Stylized) | John Varvatos Apparel Corp | United States of America | 85/294,158 | 04/13/2011 | 4,350,655 | 06/11/2013 | Registered | 3 |
| JOHN VARVATOS U.S.A. (Stylized) | John Varvatos Apparel Corp | United States of America | 85/553,296 | 02/27/2012 | 4,352,484 | 06/18/2013 | Registered | 25 |
| JOHN VARVATOS | John Varvatos Apparel Corp | United States of America | 85/680,641 | 07/18/2012 | | | Allowed | 24 27 |
| Design Only (3 Star Logo) | John Varvatos Apparel Corp | United States of America | 85/710,443 | 08/22/2012 | | | Allowed | 25 |
| VV (and Design) | John Varvatos Apparel Corp | United States of America | 85/723,690 | 09/07/2012 | 4,424,187 | 10/29/2013 | Registered | 18 25 |
| STYLE & SUBSTANCE | John Varvatos Apparel Corp | United States of America | 85/832,949 | 01/25/2013 | 4,534,465 | 05/20/2014 | Registered | 35 |
| JOHN VARVATOS RECORDS | John Varvatos Apparel Corp | United States of America | 86/212,185 | 03/05/2014 | | | Allowed | 41 9 |
| PEACE ROCKS | John Varvatos Apparel Corp | United States of America | 86/282,577 | 05/15/2014 | | | Suspended | 35 |

| <u>Trademark</u> | <u>Record Owner</u> | <u>Country</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> | <u>Class</u> |
|-------------------------------------|-------------------------------|--------------------------------|-----------------|------------------|-----------------|------------------|---------------|--------------|
| Design Only (Men's Shoe Logo) | John Varvatos Apparel Corp | United States of America | 85/314,030 | 05/06/2011 | 4,369,061 | 07/16/2013 | Registered | 25 |
| Design Only (Men's Shoe Logo) | John Varvatos Apparel Corp | United States of America | 85/314,002 | 05/06/2011 | 4,369,060 | 07/16/2013 | Registered | 25 |

TRADEMARK

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RECORDED: 12/21/2015