

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366889

<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>
SNEAKER VILLA, INC.		12/22/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	666 Fifth Avenue		
<b>Internal Address:</b>	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: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4553489	HOME SEWN	
<b>Registration Number:</b>	4553488	HOME SEWN	
<b>Registration Number:</b>	4720661	WWW.RUVILLA.COM	
<b>Registration Number:</b>	4400154	GET FAME.US	
<b>Registration Number:</b>	3588267	VILLA JOIN THE MOVEMENT	
<b>Registration Number:</b>	4392327	SNEAKER VILLA	
<b>Registration Number:</b>	4712920	SNEAKER VILLA	
<b>Registration Number:</b>	4561270	DH DENIM HOUSE CRAFTED TO PERFECTION	
<b>Registration Number:</b>	4525296	GET FAME US	
<b>Registration Number:</b>	4717302	NO BOYS ALLOWED	
<b>Registration Number:</b>	4717301	NO BOYS ALLOWED	
<b>Registration Number:</b>	4525399	HOME SEWN HS	
<b>Registration Number:</b>	4723686	BELOW THE WAIST	
<b>Serial Number:</b>	86786681	I MATTER!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			

CH \$365.00 4553489

**Phone:** 6175269628  
**Email:** cslattery@proskauer.com  
**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 31199/081

**NAME OF SUBMITTER:** Christine Slattery

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 12/22/2015

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 22, 2015, by and between SNEAKER VILLA, INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof by, and among Grantor, the other Loan Parties party thereto, Administrative 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, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to Grantor;

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor granted to Administrative Agent, for the benefit of the Secured Parties, as security for all Obligations, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined therein) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as the Grantor begins to use such trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

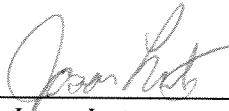
5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to the conflicts of law principles thereof, but including Section 5-1401 of the New York General Obligations Law.

6. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the Administrative Agent in the Trademarks and related Collateral for the benefit of the Administrative Agent and the Secured Parties, and the rights, remedies, representations, duties and obligations provided for herein are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control. Notwithstanding the foregoing, Grantor expressly acknowledges and agrees that the Intercreditor Agreement is solely for the benefit of the parties thereto, and that notwithstanding the fact that the exercise of certain of the Administrative Agent's and the other Secured Parties' rights under this Agreement, the Credit Agreement and the other Loan Documents may be subject to the Intercreditor Agreement, no action taken or not taken by the Administrative Agent or any other Secured Party in accordance with the terms of the Intercreditor Agreement shall constitute, or be deemed to constitute, a waiver by the Administrative Agent or any other Secured Party of any rights such Person has with respect to the Grantor under this Agreement, the Credit Agreement or any other Loan Document and except as specified herein, nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement, which, as among the Grantor and Administrative Agent shall remain in full force and effect in accordance with its terms.

*[Signature pages follow]*

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

SNEAKER VILLA, INC., as Grantor

By:   
Name: Jason Lutz  
Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005695 FRAME: 0655**

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC, as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005695 FRAME: 0656**

**SCHEDULE A**

Registered Trademarks

<b>Trademark Name</b>	<b>Registration Date</b>	<b>Registration Number</b>
<b>HOME SEWN</b>	6/17/2014	4,553,489
<b>HOME SEWN</b>	6/17/2014	4,553,488
<b>www.ruvilla.com</b>	4/14/2015	4,720,661
<b>GET FAME.US</b>	9/10/2013	4,400,154
<b>VILLA JOIN THE MOVEMENT</b>	3/10/2009	3,588,267
<b>SNEAKER VILLA</b>	8/27/2013	4,392,327
<b>SNEAKER VILLA</b>	3/31/2015	4,712,920
<b>DH DENIM HOUSE Crafted to Perfection</b>	7/1/2014	4,561,270
<b>*GET*FAME*US (In Color)</b>	5/6/2014	4,525,296

<b>NO BOYS ALLOWED</b>	4/7/2015	4,717,302
<b>NO BOYS ALLOWED</b>	4/7/2015	4,717,301
<b>HOME SEWN HS plus Design (in Color)</b>	5/6/2014	4,525,399
<b>BELOW THE WAIST plus Design</b>	4/21/2015	4,723,686

Pending Trademark Applications

<b>Trademark Name</b>	<b>Filing Date</b>	<b>Filing Number</b>
<b>I MATTER plus Design</b>	10/13/2015	86/786,681