

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sneaker Villa, Inc.		12/22/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association, as agent
<b>Street Address:</b>	One Boston Place
<b>Internal Address:</b>	18th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
<b>Serial Number:</b>	86786681	I MATTER!
<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>	4525296	GET FAME US
<b>Registration Number:</b>	4712920	SNEAKER VILLA
<b>Registration Number:</b>	4561270	DH DENIM HOUSE CRAFTED TO PERFECTION
<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

## CORRESPONDENCE DATA

Fax Number: 6172484000

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** tmadmin@choate.com  
**Correspondent Name:** Sara M. Bauer  
**Address Line 1:** Two International Place  
**Address Line 2:** Choate Hall & Stewart LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	2009985-0090
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<b>NAME OF SUBMITTER:</b>	Sara M. Bauer
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<b>SIGNATURE:</b>	/sara bauer/
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<b>DATE SIGNED:</b>	01/14/2016
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**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 Wells Fargo Bank, National Association, in its capacity as agent (“Agent”) for the Credit 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, 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 Credit Parties 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 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 Agent, for the benefit of the Credit 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 Agent, for the benefit of Credit 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 Agent, for the benefit of the Credit Parties, a continuing 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 Agent 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 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 Agent in the Trademarks and related Collateral for the benefit of the Agent, the Credit Parties and the other holders of the Secured Obligations 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 Agent's and the other Credit 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 Agent or any other Credit Party in accordance with the terms of the Intercreditor Agreement shall constitute, or be deemed to constitute, a waiver by the Agent or any other Credit 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 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.

**GRANTOR:**

SNEAKER VILLA, INC.

By  \_\_\_\_\_

Name: Jason Lutz


Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005709 FRAME: 0984**

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: William Chan  
Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005709 FRAME: 0985**

Schedule A

Registered Trademarks

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