

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hudson Clothing, LLC		01/28/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
Robert Graham Holdings LLC		01/28/2016	LIMITED LIABILITY COMPANY: NEW YORK
Marco Brunelli IP, LLC		01/28/2016	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TCW Asset Management Company, as Agent
Street Address:	200 Clarendon Street, 51st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3273129	HUDSON
Registration Number:	3385499	HUDSON
Registration Number:	4530906	LET YOURSELF GO
Registration Number:	4218132	KNOWLEDGE WISDOM TRUTH
Registration Number:	2845738	ROBERT GRAHAM
Registration Number:	3206707	ROBERT GRAHAM
Registration Number:	4146896	ROBERT GRAHAM
Registration Number:	4518160	ROBERT GRAHAM JEANS
Registration Number:	4158188	THE FRESHLY LAUNDERED SHIRT BY ROBERT GR
Registration Number:	2975387	KNOWLEDGE WISDOM TRUTH
Registration Number:	3804826	ROBERT GRAHAM
Registration Number:	4573408	
Registration Number:	4782513	ROBERT GRAHAM
Registration Number:	4499814	
Registration Number:	4472500	MARCO BRUNELLI

OP \$415.00 3273129

Property Type	Number	Word Mark
Registration Number:	3633268	ROBERT GRAHAM ZEN

CORRESPONDENCE DATA

Fax Number: 3128637141
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: 3128637141
Email: kristen.thomas@goldbergkohn.com
Correspondent Name: Kristen Thomas, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd. 55 E Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7129.014
NAME OF SUBMITTER:	Kristen Thomas
SIGNATURE:	/kristenthomas/
DATE SIGNED:	01/28/2016

Total Attachments: 12

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of January 28, 2016, is made by and among each of HUDSON CLOTHING, LLC, a California limited liability company ("Hudson"), ROBERT GRAHAM HOLDINGS LLC, a New York limited liability company ("RG Holding"), and MARCO BRUNELLI IP, LLC, a Delaware limited liability company ("Marco Brunelli"), and together with Hudson and RG Holding, the "Companies", and each a "Company", and TCW ASSET MANAGEMENT COMPANY, in its capacity as agent (in such capacity, the "Agent") for each of the Lenders (as defined below).

Recitals

DBG Subsidiary Inc. (f/k/a Joe's Jeans Subsidiary, Inc.), a Delaware corporation ("DBG Sub"), Hudson, RG Parent LLC, a Delaware limited liability company ("RG Parent"), RG Holding, Robert Graham Designs, LLC, a New York limited liability company ("RG Designs"), Robert Graham Retail LLC, a Delaware limited liability company ("RG Retail"), Differential Brands Group Inc., a Delaware corporation ("DBG Parent" and together with DBG Sub, Hudson, RG Parent, RG Holding, RG Designs, RG Retail, and each other borrower from time to time party to the Credit Agreement defined below, collectively, the "Borrowers", and each a "Borrower"), Marco Brunelli, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and the Agent as administrative agent for the Lenders, are parties to a Credit and Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of the same date as this Agreement, setting forth the terms on which Agent and the Lenders may now or hereafter extend credit to or for the account of the Borrowers and certain of their Subsidiaries and Affiliates.

A. As a condition to extending credit to or for the account of the Borrowers and/or certain of their Subsidiaries and Affiliates, Agent and the Lenders have required the execution and delivery of this Agreement by each Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used in the Recitals hereto or otherwise herein that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Patents" means all of each Company's right, title and interest in and to (i) patents or applications for patents, (ii) fees or royalties with respect to each of the foregoing, including payments under all licenses entered into in connection therewith, and (iii) the right to sue for past, present and future infringement and damages therefor, whether now owned or existing or hereafter acquired or arising, including without limitation the patents and patent applications listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Company's right, title and interest in and to (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each of the foregoing, and the respective goodwill associated with each of the foregoing, (ii) fees or royalties with respect to each of the foregoing and (iii) the right to sue for past, present and future infringement or dilution and damages therefor, whether now owned or existing or hereafter acquired or arising, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Company hereby grants Agent, for the benefit of each Lender, a security interest (the "Security Interest") in the Patents and in the Trademarks (the "Collateral") to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application. Notwithstanding anything in this Agreement to the contrary, the Security Interest created by this Agreement shall not extend to, and the terms "Patents" and "Trademarks" shall not include any, Excluded Property, including, without limitation and for the avoidance of doubt, any intent-to-use trademark application, prior to the filing with, and acceptance of, the United States Patent and Trademark Office of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. § 1051 et seq.), to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or the resulting trademark registration under applicable United States federal law.

3. Representations, Warranties and Agreements. Each Company represents, warrants and agrees as follows:

(a) **Existence; Authority**. Such Company is a corporation or limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of its state of incorporation or formation, as applicable, and this Agreement has been duly and validly authorized by all necessary corporate or limited liability company action, as applicable, on the part of such Company.

(b) **Patents**. Exhibit A accurately lists all United States issued Patents and Patent applications owned by each Company as of the date hereof. On a quarterly basis (no later than the time of delivery to Agent of a quarterly Compliance Certificate) if any Company owns any United States issued Patents or Patent applications not listed on Exhibit A, then such Company shall promptly provide written notice to Agent with a replacement Exhibit A, which upon acceptance by Agent shall become part of this Agreement.

(c) **Trademarks**. Exhibit B accurately lists all United States Trademark registrations and applications therefor owned by each Company as of the date hereof. On a quarterly basis (no later than the time of delivery to Agent of a quarterly Compliance Certificate) if any Company owns any United States Trademark registrations or

applications not listed on Exhibit B, then such Company shall promptly provide written notice to Agent with a replacement Exhibit B, which upon acceptance by Agent shall become part of this Agreement.

(d) **Title.** Each Company is the record owner of each Patent and each Trademark listed on Exhibits A and B owned by such Company, free and clear of all Liens except Permitted Liens. Each Company will keep all Patents and Trademarks owned by such Company free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, no Company will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Agent's prior written consent.

(f) **Defense.** Each Company will at its own expense use commercially reasonable efforts in the exercise of its business judgment to protect and defend the Patents and Trademarks, except where the failure to so protect and defend would not reasonably be expected to have a Material Adverse Change.

(g) **Maintenance.** Each Company will in the exercise of its business judgment and at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing applications to obtain letters patent or trademark registrations and affidavits, maintenance fees, annuities, and renewals with respect to letters patent, trademark registrations and applications therefor, in each case, if the failure to do so would reasonably be expected to have a Material Adverse Change. Each Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any material Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, in each case, if failure to do so would reasonably be expected to have a Material Adverse Change, without first providing Agent: (i) sufficient written notice to allow Agent to timely pay any such maintenance fees or annuities which may become due on any such Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Agent's Right to Take Action.** If a Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the earlier of (i) the date on which such failure shall first become known to any officer of any Company or (ii) the date on which Agent gives such Company written notice thereof, or if a Company notifies Agent that it intends to abandon a Patent or Trademark, Agent may (but need not to) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of such Company (or, at Agent's option, in Agent's own name upon the occurrence and during the continuation of an Event of Default (as defined below)) and may (but need not) take any and all other actions which Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render to any loan or forbearance of money usurious or otherwise

illegal under any applicable law, the Companies shall, jointly and severally, pay to Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent or any Lender in connection with or as a result of Agent taking action under subsection (h) or exercising its rights under Section 6.

(j) **Power of Attorney.** To facilitate Agent's taking action under subsection (h) and exercising its rights under Section 6, each Company hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of such Company with the right (but not the duty) from time to time, upon the occurrence and during the continuation of an Event of Default, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Company under this Section 3, or, necessary for Agent to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Each Company shall be permitted to control and manage the Patents and Trademarks, including, without limitation, the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default has occurred and is continuing.

5. Events of Default. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an event of default under this Agreement (herein called "Event of Default").

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Agent may, at its option, or shall, at the direction of the Required Lenders, take any or all of the following actions:

- (a) exercise any or all remedies available under the Credit Agreement.
- (b) sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
- (c) enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, each Company shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, only explicitly in a writing signed by Agent and each Company; provided that (x) if any Collateral shall be sold, transferred or otherwise disposed of by any

Company in a transaction permitted by the Credit Agreement, Agent, at the request and sole expense of such Company, shall promptly execute and deliver to such Company all releases and other documents, and take such other action, reasonably necessary to evidence the release of the Security Interest created hereby or by any other Loan Document on such Collateral and (y) if any Company is sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement, Agent, at the request and sole expense of such Company, shall promptly execute and deliver to such Company all releases and other documents and take such other action reasonably requested to evidence the release of such Company from this Agreement and the release of the Security Interest created hereby or by any other Loan Document on the assets or property of such Company. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to each Company or Agent under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Agent shall not be obligated to preserve any rights any Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application except as otherwise provided for in the Credit Agreement. This Agreement shall be binding upon and inure to the benefit of each Company and Agent and their respective permitted participants, successors and assigns and shall take effect when signed by each Company and delivered to Agent, and each Company waives notice of Agent's acceptance hereof. A carbon, photographic or other reproduction of an executed copy of this Agreement or of any financing statement authorized by an applicable Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law). If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. On the Termination Date, Agent shall terminate and release this Agreement and the Security Interest in accordance with the provisions of Section 2.10 of the Credit Agreement (*Effect of Maturity; Releases*).

8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of Liens and security interests granted to Agent pursuant to this Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any direct conflict between the terms of the Intercreditor Agreement and this Agreement with respect to the priority of the Liens and security interests granted herein and/or exercise of any right or remedy hereunder, the terms of the Intercreditor Agreement shall govern and control.

9. The terms and conditions of Section 13 of the Credit Agreement shall be incorporated herein as if such terms and conditions were made a part hereof *mutatis mutandis*.

This Agreement may not be amended or otherwise modified without the written consent of each of the parties hereto. This Agreement is a Loan Document.

10. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement, and the Companies hereby acknowledge and affirm that the rights and remedies of Agent and the Lenders with respect to the security interest in the Trademarks and Patents made and granted hereby are more fully set forth in the Credit Agreement. In the event that any provision of this Agreement is deemed to conflict with the Credit Agreement, the Credit Agreement shall control.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

COMPANIES:

HUDSON CLOTHING, LLC, a California limited liability company

By: 
Name: Peter Kim
Title: Chief Executive Officer

ROBERT GRAHAM HOLDINGS, LLC, a New York limited liability company

By: _____
Name: _____
Title: _____

MARCO BRUNELLI IP, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

COMPANIES:

HUDSON CLOTHING, LLC, a California limited liability company

By: _____
Name: _____
Title: _____

ROBERT GRAHAM HOLDINGS, LLC, a New York limited liability company

By: _____
Name: MICHAEL BUCKLEY
Title: CEO

MARCO BRUNELLI IP, LLC, a Delaware limited liability company

By: _____
Name: MICHAEL BUCKLEY
Title: CEO

AGENT:

TCW ASSET MANAGEMENT COMPANY, as
Agent

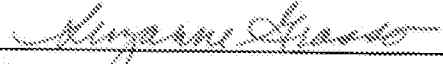
By: 
Name: Suzanne Grosso
Its: Managing Director

EXHIBIT A

UNITED STATES ISSUED PATENTS

Patent Description	Registration Number	Registration Date	Expiration Date
None			

UNITED STATES PATENT APPLICATIONS

Patent Application	Application/Serial Number	Application Date
None		

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS AND SERVICE MARKS

REGISTRATIONS

Trademark	Registration Number	Registration Date	Expiration Date	Owner
HUDSON	3,273,129	8/7/2007	8/7/2017	Hudson Clothing, LLC
HUDSON	3,385,499	2/19/2008	2/19/2018	Hudson Clothing, LLC
LETYOURSELFGO	4,530,906	5/13/2014	5/13/2024	Hudson Clothing, LLC
KNOWLEDGE WISDOM TRUTH	4,218,132	10/2/2012	10/2/2022	Robert Graham Holdings, LLC
ROBERT GRAHAM	2,845,738	5/25/2004	5/25/2024	Robert Graham Holdings, LLC
ROBERT GRAHAM	3,206,707	2/6/2007	2/6/2017	Robert Graham Holdings, LLC
ROBERT GRAHAM	4,146,896	5/22/2012	5/22/2022	Robert Graham Holdings, LLC
ROBERT GRAHAM JEANS	4,518,160	4/22/2014	4/22/2024	Robert Graham Holdings, LLC
THE FRESHLY LAUNDERED SHIRT BY ROBERT GRAHAM	4,158,188	6/12/2012	6/12/2022	Robert Graham Holdings, LLC
KNOWLEDGE WISDOM TRUTH	2,975,387	7/6/2005	7/6/2015	Robert Graham Holdings, LLC
ROBERT GRAHAM	3,804,826	6/5/2010	6/5/2020	Robert Graham Holdings, LLC
Devil Logo	4,573,408	7/22/2014	7/22/2024	Robert Graham Holdings, LLC
ROBERT GRAHAM	4,782,513	7/28/2015	7/28/2025	Robert Graham Holdings, LLC
COLLAR TAB BUTTON DESIGN	4,499,814	3/18/2014	3/18/2024	Robert Graham Holdings, LLC
MARCO BRUNELLI	4,472,500	1/21/2014	1/21/2021	Marco Brunelli IP, LLC
ROBERT GRAHAM ZEN	3,633,268	6/2/09	6/2/2019	Robert Graham Holdings, LLC

APPLICATIONS

Trademark Application	Application/Serial Number	Application Date	Owner
#LETYOURSELFGO	(86/156,920)	12/2/2014	Hudson Clothing, LLC
VEILED	(86/372,593)	8/20/2014	Hudson Clothing, LLC
ROBERT GRAHAM	(77/606,690)	11/4/2008	Robert Graham Holdings, LLC
ROBERT GRAHAM	(86/117,810)	11/13/2013	Robert Graham Holdings, LLC
ROBERT GRAHAM	(86/191,631)	2/12/2014	Robert Graham Holdings, LLC
R BY ROBERT GRAHAM	(86/731,646)	8/20/2015	Robert Graham Holdings, LLC
ROBERT GRAHAM COURAGE	(86/739,274)	8/27/2015	Robert Graham Holdings, LLC
ROBERT GRAHAM MODERN AMERICANA	(86/846,409)	12/11/2015	Robert Graham Holdings, LLC
ROBERT GRAHAM VALOUR	(86/739,295)	8/27/2015	Robert Graham Holdings, LLC