

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AM Retail Group, Inc.		12/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue		
Internal Address:	Attn: G-III Portfolio Manager: Meg Sutton		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1584804	PELLE STUDIO	
Registration Number:	4799953	T W TANNERY WEST	
Registration Number:	1565929	TANNERY WEST	
Registration Number:	1345221	THE WALLET WORKS	
Registration Number:	4814927	TW TANNERY WEST	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	039269-0384		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	12/06/2016		

CH \$140.00 1584804

Total Attachments: 5

source=G-III - Trademark Security Agreement (AM Retail Group, Inc.)#page1.tif

source=G-III - Trademark Security Agreement (AM Retail Group, Inc.)#page2.tif

source=G-III - Trademark Security Agreement (AM Retail Group, Inc.)#page3.tif

source=G-III - Trademark Security Agreement (AM Retail Group, Inc.)#page4.tif

source=G-III - Trademark Security Agreement (AM Retail Group, Inc.)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Agreement"), dated as of December 1, 2016, between AM RETAIL GROUP, INC., a Delaware corporation (the "Grantor"), and BARCLAYS BANK PLC, acting in its capacity as Administrative Agent (the "Administrative Agent") for the benefit of itself and the other lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of the date hereof, (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Borrower, the loan guarantors from time to time party thereto (the "Loan Guarantors"; and together with the Borrower, the "Loan Parties"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties;

WHEREAS pursuant to that certain Pledge and Security Agreement, dated as of the date hereof, (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Loan Parties from time to time party thereto and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor, as Borrower, under the Credit Agreement;

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

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees 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

The Grantor hereby pledges, assigns, and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks, including (a) the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired, and the goodwill of the business symbolized by the foregoing; (b) all

licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral does not include any "intent-to-use" trademark or service mark applications 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. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

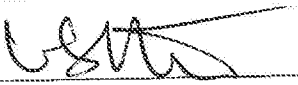
This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement 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.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Grant effective as of the date first written above.

AM RETAIL GROUP, INC.
as Grantor

By: 
Name: Wayne Miller
Title: Chief Operating Officer & Secretary

Signature Page to
Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005937 FRAME: 0039

BARCLAYS BANK PLC,
as Administrative Agent

By: 

Name: Ritam Bhalla

Title: Director

Signature Page to
Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005937 FRAME: 0040

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

I.

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
PELLE STUDIO & Design	United States	73/812,641	07/13/1989	1,584,804	02/27/1990
T W TANNERY WEST & Design	United States	85/476,519	11/18/2011	4,799,953	8/25/2015
TANNERY WEST	United States	73/729,697	05/20/1988	1,565,929	11/14/1989
THE WALLET WORKS	United States	73/458,571	12/27/1983	1,345,221	06/25/1985
TW TANNERY WEST & Design	United States of America	86/976,965	10/28/2013	4,814,927	9/15/2015