

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422555

<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>
Alex Apparel Group, Inc.		03/31/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sterling National Bank		
<b>Street Address:</b>	8401 North Central Expressway		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3611441	S.L. FASHIONS	
<b>Registration Number:</b>	3770208	EXPO NEW YORK	
<b>Registration Number:</b>	3119864	J.R. NITES	
<b>Registration Number:</b>	3280499	IGNITE EVENINGS	
<b>Registration Number:</b>	3764766	ALEX & EVE	
<b>Registration Number:</b>	3470969	ATELIER DANIELLE	
<b>Registration Number:</b>	1682413	ALEX EVENINGS	
<b>Registration Number:</b>	1651193	JEANNE ALEXANDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8043447999		
<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>			
<b>Phone:</b>	804-788-8331		
<b>Email:</b>	HWITM@HUNTON.COM		
<b>Correspondent Name:</b>	Stephen P. Demm, Hunton & Williams LLP		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	78095.000030		

CH \$215.00 3611441

<b>NAME OF SUBMITTER:</b>	Stephen P. Demm
<b>SIGNATURE:</b>	/Stephen P. Demm/
<b>DATE SIGNED:</b>	04/05/2017
<b>Total Attachments: 6</b> source=Alex Apparel Trademark Security Agreement (2)#page1.tif source=Alex Apparel Trademark Security Agreement (2)#page2.tif source=Alex Apparel Trademark Security Agreement (2)#page3.tif source=Alex Apparel Trademark Security Agreement (2)#page4.tif source=Alex Apparel Trademark Security Agreement (2)#page5.tif source=Alex Apparel Trademark Security Agreement (2)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

March 31, 2017

WHEREAS, ALEX APPAREL GROUP, INC., a New York corporation ("Grantor"), owns the Trademark Collateral (defined below); and

WHEREAS, Grantor, Alex Apparel Holdings, Inc., and Sterling National Bank ("Secured Party") have entered into the certain Loan and Security Agreement dated as of March 31, 2017 (as may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest, lien and collateral assignment in and to all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to further evidence the security interest, lien and collateral assignment granted to Secured Party by Grantor under the Loan Agreement, Grantor does hereby grant to Secured Party a continuing security interest, lien and collateral assignment in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application (other than any intent-to-use trademark applications to the extent such intent-to-use trademark application constitutes Excluded Property (as defined in the Loan Agreement)), including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies

of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SIGNATURES FOLLOW  
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IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

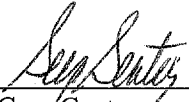
GRANTOR:

ALEX APPAREL GROUP, INC.

By:   
Name: Lawrence Robin  
Title: Chief Financial Officer

SECURED PARTY:

STERLING NATIONAL BANK

By:   
Name: Greg Gentry  
Title: Senior Vice President

Schedule 1  
to Trademark  
Security Agreement

Registered Trademarks

Mark	Registrant <sup>1</sup>	Country	Status	Application Date Application No.	Registration Date Registration No.	Goods/Services
S.L. FASHIONS	Alex Apparel Group, Inc.	United States of America	Registered	Jun-05-2008 77/491,374	Apr-28-2009 3,611,441	Class 25: Women's clothing, namely dresses, pants, skirts and tops
EXPO NEW YORK (STYLIZED) 	Alex Apparel Group, Inc.	United States of America	Registered	Apr-13-2009 77/712,714	Apr-06-2010 3,770,208	Class 25: Apparel, namely dresses, not relating to sports or a sports team.
	Alex Apparel Group, Inc.	United Mexican States		Issue Date: Aug-26-1996 Trademark Number: 516536		Class 25: Women's clothing, namely dresses, pants, skirts, short blouses, short jackets and bikini bras
J.R. NITES	Alex Apparel Group, Inc.	United States of America	Registered	May-23-2005 78/635,326	Jul-25-2006 3,119,864	Class 25: Apparel, namely, shirts, pants, skirts, dresses, tops, bottoms, sweaters, vests and jackets (as amended)
IGNITE EVENINGS	Alex Apparel Group, Inc.	United States of America	Registered	Jan-05-2005 78/542,737	Aug-14-2007 3,280,499	Class 25: Apparel, namely dresses, suits, pants, jackets, skirts, blouses, halter tops
	Alex Apparel Group, Inc.	United Mexican States		Issue Date: Dec-12-2016 Case File: 1824361 Reference Number: 13608-6		
ALEX & EVE	Alex Apparel Group Inc.	United States of America	Registered	Nov-25-2008 77/621,664	Mar-23-2010 3,764,766	Class 25: Women's evening wear, namely, skirts, blouses and dresses.
ATELIER DANIELLE	Alex Apparel Group Inc.	United States of America	Registered	Oct-9-2007 77/299,557	Jul-22-2008 3,470,969	Class 25: Eveningwear, namely, pants, vests, jackets, scarves, coats, skirts, dresses, blouses, suits, tank tops.

<sup>1</sup> NTD: After giving effect to the Acquisition and assignment agreements in connection therewith.

ALEX EVENINGS	Alex Apparel Group, Inc.	United States of America	Registered	Jan-24-1990 74021968	Apr-7-1992 1,682,413	Class 25: Women's evening wear; namely, skirts, blouses and dresses.
	Alex Apparel Group, Inc.	United Mexican States	Pending	Issue Date: Pending App. No.: 1818598 Filed: Nov-9-2016		Class 25: Women's evening wear.
	Alex Apparel Group, Inc.	European Union	Published	Application No. 016064305		Class 25: Women's evening wear.
	Alex Apparel Group, Inc.	Canada	Registered	Dec-12-2012 1,606,427	Jan-30-2014 TMA870,336	Women's evening wear; namely, skirts, blouses and dresses.
JEANNE ALEXANDER	Alex Apparel Group, Inc.	United States of America	Registered	Jan-24-1990 74/021,967	Jul-16-1991 1,651,193	Class 25: Women's evening wear; namely, skirts, blouses and dresses.

Material Unregistered Tradenames

Name	Status
S.L. FASHIONS PETITE	Unregistered
S.L. FASHIONS WOMAN	Unregistered
S.L. FASHIONS NEW YORK	Unregistered
J.R. NITES NEW YORK	Unregistered

Domain Names

ALEXAPPAREL.COM

ALEXEVENINGS.COM