

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422631

<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:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bluehenge Capital Secured Debt SBIC, L.P.		
<b>Street Address:</b>	400 Convention Street, Suite 1060		
<b>Internal Address:</b>	Il City Plaza Building		
<b>City:</b>	Baton Rouge		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70802		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1682413	ALEX EVENINGS	
<b>Registration Number:</b>	1651193	JEANNE ALEXANDER	
<b>Registration Number:</b>	3764766	ALEX & EVE	
<b>Registration Number:</b>	3470969	ATELIER DANIELLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129774405		
<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>	312-977-4400		
<b>Email:</b>	ipdocket@nixonpeabody.com		
<b>Correspondent Name:</b>	Richard C. Himelhoch		
<b>Address Line 1:</b>	70 W. Madison Street, Suite 3500		
<b>Address Line 2:</b>	Nixon Peabody LLP - Attn: IP Docket		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		
<b>NAME OF SUBMITTER:</b>	Richard C. Himelhoch		
<b>SIGNATURE:</b>	/Richard C. Himelhoch/		
<b>DATE SIGNED:</b>	04/05/2017		
<b>Total Attachments: 6</b>			

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TRADEMARK SECURITY AGREEMENT

March 31, 2017

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made by ALEX APPAREL GROUP, INC., a New York corporation ("Grantor"), in favor of BLUEHENG CAPITAL SECURED DEBT SBIC, L.P. ("Secured Party");

WHEREAS, Grantor owns the Trademark Collateral (defined below); and

WHEREAS, Grantor, Alex Apparel Holdings, Inc., a Delaware corporation, and the Secured Party have entered into the certain Loan and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for, among other things, 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 in and lien on substantially all of the assets of Grantor, including, without limitation, 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, Grantor agrees as follows:

1. Grant of Security Interest. 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 in, lien on and collateral assignment of 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:

(a) 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;

(b) 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

(c) 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.

2. Secured Party's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademark Collateral and, if the Secured Party shall commence any such suit, Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

3. Cumulative Remedies; Power of Attorney. The Secured Party hereby acknowledges and affirms that the rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes the Secured Party, upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Trademark Collateral or (ii) take any other actions with respect to the Trademark Collateral as the Secured Party reasonably deems to be in the best interest of the Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full. Grantor hereby further acknowledges and agrees that the use by the Secured Party of the Trademark Collateral shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from the Secured Party to Grantor.

4. CHOICE OF LAW. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN NEW YORK, NEW YORK BY SIGNING AND DELIVERING IT THERE. ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF NEW YORK.

5. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

6. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Secured Party pursuant to this Agreement shall be a second priority lien on and security interest in the Trademark Collateral and the exercise of any right or remedy by Secured Party hereunder is subject to the terms of the Senior Lien Intercreditor Agreement (as defined in the Loan Agreement). In the event of any conflict between the terms of the Senior Lien Intercreditor

Agreement and this Agreement, the terms of the Senior Lien Intercreditor Agreement shall govern and control.

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  
REMAINDER OF PAGE BLANK

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:

BLUEHENGE CAPITAL SECURED DEBT SBIC,  
L.P.

By: Bluehenge Capital Secured Debt SBIC GP,  
LLC, its general partner

By: \_\_\_\_\_  
Name: Ari David Kocen  
Title: Managing Member

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:**

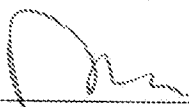
ALEX APPAREL GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**

BLUEHENGENCE CAPITAL SECURED DEBT SBIC,  
L.P.

By: Bluehenge Capital Secured Debt SBIC GP,  
LLC, its general partner

By:  \_\_\_\_\_  
Name: Ari David Kocen  
Title: Managing Member

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS:

<b>Trademark</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ALEX EVENINGS	ALEX APPAREL GROUP INC.	1682413	07-APR-1992
JEANNE ALEXANDER	ALEX APPAREL GROUP INC.	1651193	16-JUL-1991
ALEX & EVE	ALEX APPAREL GROUP, INC.	3764766	23-MAR-2010
ATELIER DANIELLE	ALEX APPAREL GROUP, INC.	3470969	22-JUL-2008

TRADEMARK LICENSES:

None.