

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465671

<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>
Stein Mart Holding Corp.		03/14/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gordon Brothers Finance Company, as Administrative Agent		
<b>Street Address:</b>	800 Boylston Street, 27th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3600301	2 A TEE	
<b>Registration Number:</b>	1658938	BIRCH HILL	
<b>Registration Number:</b>	2308268	BIRCH HILL	
<b>Registration Number:</b>	3039406	CLEARWATER OUTFITTERS	
<b>Registration Number:</b>	5262356	CHARLESTON THREADS	
<b>Registration Number:</b>	5262357	CHARLESTON THREADS	
<b>Registration Number:</b>	5351413	CLEAR WATER ANGLER	
<b>Registration Number:</b>	4903642	FABULOUS FIND	
<b>Registration Number:</b>	2398312	ISLAND REPUBLIC	
<b>Registration Number:</b>	1514032	PECK & PECK	
<b>Registration Number:</b>	3642900	PECK & PECK	
<b>Registration Number:</b>	4649693	SOUTHERN PINES	
<b>Registration Number:</b>	1204955	STEIN MART	
<b>Registration Number:</b>	5089990	STEIN MART	
<b>Registration Number:</b>	2152544	PANACHE STEIN MART	
<b>Registration Number:</b>	3500151	T.HARRIS	
<b>Serial Number:</b>	87546755	SAVING IS A BEAUTIFUL THING	
<b>Registration Number:</b>	4017090	STEIN MART MAS ESTILO A MENOS PRECIO	
<b>Registration Number:</b>	2027094	YOU COULD PAY MORE, BUT YOU'LL HAVE TO G	

CH \$515.00 3600301

Property Type	Number	Word Mark
Registration Number:	1883000	KEELER BAY

**CORRESPONDENCE DATA**

**Fax Number:** 6173417729

*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:** 6173417729

**Email:** katarzyna.gaysunas@morganlewis.com

**Correspondent Name:** Katarzyna Gaysunas

**Address Line 1:** 1 Federal Street

**Address Line 2:** c/o Morgan Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/
<b>DATE SIGNED:</b>	03/14/2018

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 14th day of March, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **GORDON BROTHERS FINANCE COMPANY**, in its capacity as agent for the Credit Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

### WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Stein Mart, Inc., a Florida corporation (“Stein Mart” or the “Lead Borrower”), Stein Mart Buying Corp., a Florida corporation (“Buying Corp.”, and together with Stein Mart, each individually a “Borrower” and collectively, “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), Gordon Brothers Finance Company, as Agent, the Credit Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Credit Parties are willing to make such financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of Credit Parties, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Credit Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 27(f) of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Credit Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Credit Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Credit Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN [SECTION 24] OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the Agent are subject to the

provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Trademark Security Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

STEIN MART HOLDING CORP.

By: *Gregory W. Klettner*  
Name: *Gregory W. Klettner*  
Title: *Vice President and Secretary*

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

GORDON BROTHERS FINANCE  
COMPANY


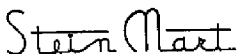
By: \_\_\_\_\_  
Name:  
Title:

[GBFC/Stein Mart



**TRADEMARK**  
**REEL: 006289 FRAME: 0445**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Stein Mart Holding Corp.	U.S.	2 A TEE	3,600,301	3/31/09
Stein Mart Holding Corp.	U.S.		1,658,938	10/1/91
Stein Mart Holding Corp.	U.S.	BIRCH HILL	2,308,268	1/18/00
Stein Mart Holding Corp.	U.S.	CLEARWATER OUTFITTERS	3,039,406	1/10/06
Stein Mart Holding Corp.	U.S.	CHARLESTON THREADS	5,262,356	8/8/17
Stein Mart Holding Corp.	U.S.		5,262,357	8/8/17
Stein Mart Holding Corp.	U.S.	CLEAR WATER ANGLER	5,351,413	12/5/17
Stein Mart Holding Corp.	U.S.	FABULOUS FIND	4,903,642	2/23/16
Stein Mart Holding Corp.	U.S.	ISLAND REPUBLIC	2,398,312	10/24/00
Stein Mart Holding Corp.	Mexico	PANACHE STEIN MART (Mexico)	620,243	8/30/1999
Stein Mart Holding Corp.	U.S.	PECK & PECK	1,514,032	11/22/88
Stein Mart Holding Corp.	U.S.	PECK & PECK	3,642,900	6/23/09
Stein Mart Holding Corp.	U.S.	SOUTHERN PINES	4,649,693	12/2/14
Stein Mart Holding Corp.	U.S.		1,204,955	8/10/82



Stein Mart Holding Corp.	U.S.		5,089,990	11/29/16
Stein Mart Holding Corp.	U.S.		2,152,544	4/21/98
Stein Mart Holding Corp.	U.S.	T. HARRIS	3,500,151	9/9/08
Stein Mart, Inc.	U.S.	Saving is a Beautiful Thing	87546755	2/20/2018

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Stein Mart Holding Corp.	U.S.	STEIN MART MAS ESTILO A MENOS PRECIO	4017090	8/23/11
Stein Mart Holding Corp.	U.S.	YOU COULD PAY MORE, BUT YOU'LL HAVE TO GO SOMEWHERE ELSE	2027094	12/31/96
Stein Mart Holding Corp.	U.S.	KEELER BAY	1883000	3/7/95

**Trademark Licenses**

Stein Mart Holding Corp. licenses all of its owned trademarks to Stein Mart, Inc., pursuant to that certain Confirmation of Trademark Assignment and License, dated October 31, 2014, by and among Stein Mart, Inc., Stein Mart Buying Corp. and Stein Mart Holding Corp.