

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOHNNIE-O INC.		06/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Stonegate Asset Company II, LLC		
Street Address:	123 N. Wacker		
Internal Address:	Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3532461	JOHNNIE-O	
Registration Number:	4037271		
Registration Number:	4633112	TWEENER BUTTON	
Registration Number:	4794661	PREP-FORMANCE	
Registration Number:	4838412	WEST COAST PREP	
Registration Number:	5134171	SURFSUCKERS	
Registration Number:	5137292	JOHNNIE-O	
Registration Number:	5137291	JOHNNIE-O	
Registration Number:	5396231	JOHNNIE-O	
Registration Number:	5396314	JOHNNIE-O	
Registration Number:	5400865		
Serial Number:	87570364	JOHNNIE-EAU	
Serial Number:	87570403	JOHNNIE-O	
Serial Number:	87598226	THE 19TH SOLE	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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>			

OP \$365.00 3532461

TRADEMARK

Phone: 3142595816
Email: trademarks.us@dentons.com
Correspondent Name: Katie Krutzsch Paralegal
Address Line 1: Wacker Drive Station, Willis Tower
Address Line 2: P.O. Box 061080
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 15259225-012

NAME OF SUBMITTER: Katie Krutzsch, Paralegal

SIGNATURE: /katie krutzsch/

DATE SIGNED: 07/11/2018

Total Attachments: 3

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

June 27, 2018

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, JOHNNIE-O INC., a Delaware corporation ("Grantor"), having its principal office at 2048 Cotner Avenue, Los Angeles, California 90025, hereby grants to STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company ("Grantee"), a security interest in (a) all of Grantor's right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the "Marks", and each, a "Mark"), (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) all of Grantor's rights corresponding thereto throughout the world and (e) all proceeds and products of each Mark.

THIS GRANT is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Credit Agreement among Grantor, the Guarantors party thereto from time to time and Grantee, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). Upon termination of the Credit Agreement and the Security Agreement (as defined in the Credit Agreement), Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

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IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:



JOHNNIE-O INC.

By: 

Name: David Gatto

Title: Chief Executive Officer

Schedule A to Grant of Security Interest in United States Trademarks

Mark	Registration or Application Number	Registration or Application Date	Expiration Date
JOHNNIE-O & DESIGN	3,532,461	November 11, 2008	May 11, 2029 (Section 9 due November 13, 2018)
	4,037,271	October 11, 2011	April 11, 2022 (Section 8 and 9 due October 12, 2021)
TWEENER BUTTON	4,633,112	November 4, 2014	May 4, 2021 (Section 8 due November 4, 2020)
PREP-FORMANCE	4,794,661	August 18, 2015	February 18, 2022 (Section 8 due August 18, 2021)
WEST COAST PREP	4,838,412	October 20, 2015	October 20, 2021 (Section 8 due April 20, 2022)
SURFSUCKERS	5,134,171	January 31, 2017	July 31, 2023 (Section 8 due January 31, 2023)
JOHNNIE-O	5,137,292	February 7, 2017	August 7, 2023 (Section 8 due February 7, 2023)
JOHNNIE-O (STYLIZED AND DESIGN)	5,137,291	February 7, 2017	August 7, 2023 (Section 8 due February 7, 2023)
JOHNNIE-O	5,396,231	February 6, 2018	August 6, 2024 (Section 8 due February 6, 2024)
JOHNNIE-O	5,396,314	February 6, 2018	August 6, 2024 (Section 8 due February 6, 2024)
	5,400,865	February 13, 2018	August 13, 2024 (Section 8 due February 13, 2024)
JOHNNIE-EAU	87570364	August 15, 2017	N/A
JOHNNIE-O	87570403	August 15, 2017	N/A
THE 19TH SOLE	87598226	September 6, 2017	N/A