

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489346

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT FOR SECURITY - TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
5th & Ocean Clothing, LLC		09/10/2018	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	One M&T Plaza, Attn: Office of General Counsel		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85800977	5TH & OCEAN	
<b>Serial Number:</b>	87323927	5TH & OCEAN	
<b>Serial Number:</b>	78951457	CAMPUS LIFESTYLE	
<b>Serial Number:</b>	78943939	PERFORMANCE ATHLETIC	
<b>Serial Number:</b>	75118664	5TH. & OCEAN CLOTHING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>	4045723408		
<b>Email:</b>	mramic@kslaw.com		
<b>Correspondent Name:</b>	Mia Ramic King & Spalding LLP		
<b>Address Line 1:</b>	1180 Peachtree Street, N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	26133.515002		
<b>NAME OF SUBMITTER:</b>	/S/ MIA RAMIC		
<b>SIGNATURE:</b>	/S/ MIA RAMIC		
<b>DATE SIGNED:</b>	09/10/2018		

OP \$140.00 85800977

**Total Attachments: 4**

source=MT - New Era - Trademark Security Agreement (5th Ocean - Executed Version)#page1.tif

source=MT - New Era - Trademark Security Agreement (5th Ocean - Executed Version)#page2.tif

source=MT - New Era - Trademark Security Agreement (5th Ocean - Executed Version)#page3.tif

source=MT - New Era - Trademark Security Agreement (5th Ocean - Executed Version)#page4.tif

**ASSIGNMENT FOR SECURITY**

**TRADEMARKS**

September 10, 2018

WHEREAS, 5th & Ocean Clothing, LLC, a New York limited liability company (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated September 10, 2018 (the "Security Agreement"), in favor of Manufacturers and Traders Trust Company, in its capacity as Administrative Agent for certain lenders and the other holders of Secured Obligations (as defined in the Security Agreement) (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

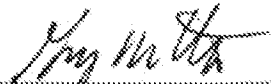
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date set forth above.

**5TH & OCEAN CLOTHING, LLC**

By: Kevin Wilson  
Name: Kevin Wilson  
Title: Treasurer

**MANUFACTURERS AND TRADERS TRUST COMPANY.**  
as Administrative Agent

By:   
Name: Gregory M. Vitriano  
Title: Vice President

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**

**Trademarks and Trademark Applications**

REFERENCE	MARK OWNER	FILED APPLICATION #	REGISTERED REGISTRATION #	STATUS CLASSES
UNITED STATES				
018690.01305	5TH & OCEAN 5th & Ocean Clothing, LLC	12/12/2012 85/800,977	12/24/2013 4,453,634	REGISTERED 25
018690.01633	5TH & OCEAN 5th & Ocean Clothing, LLC	2/3/2017 87/323,927	8/29/2017 5,276,207	REGISTERED 35
018690.01281	CAMPUS LIFESTYLE 5th & Ocean Clothing, LLC	8/14/2006 78/951,457	11/27/2007 3,346,296	REGISTERED 25
018690.01282	PERFORMANCE ATHLETIC 5th & Ocean Clothing, LLC	8/3/2006 78/943,939	11/18/2008 3,535,586	REGISTERED 25
	5th & OCEAN CLOTHING 5th & Ocean Clothing, LLC	5/28/1996 75118664	8/19/1997 2,089,027	REGISTERED