

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barney's Inc.		12/19/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	One Boston Place		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4444648	N	
Registration Number:	4951545	N NEW ARRIVAL	
Registration Number:	4439121	PURPLE CARD	
Registration Number:	4422006	LOCKED IN BARNEYS	
Registration Number:	4573445	B3	
Registration Number:	4827758	MADE TO MEASURE BARNEYS NEW YORK	
Registration Number:	4736252	BARNEYS NEW YORK MADE TO MEASURE	
Registration Number:	4233033	CONNOR	
Registration Number:	4404251	MOST LOVED	
Registration Number:	4411833	V FAVORITES	
Registration Number:	4401191	MOST LOVED VV	
Serial Number:	87603105	INCLUSIVELY YOURS	
Serial Number:	88015994	FIVESEVENTYFIVE	
Serial Number:	88016156	BARNEYS NEW YORK INFLUENCER	
Serial Number:	88017852	BARNEYS BEAUTY BOX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

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Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1030576

NAME OF SUBMITTER: Lisa A. Cobbett

SIGNATURE: /Lisa A. Cobbett/

DATE SIGNED: 12/27/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2018, by each of the entities listed on the signature pages hereof (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Wells Fargo Bank, National Association ("*Wells Fargo*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Revolving Credit Facility Agreement, dated as of June 5, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among BARNEY'S, INC. (the "*Borrower*"), the Lenders and Issuers party thereto and Wells Fargo, as agent for the Lenders and the Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Amended and Restated Pledge and Security Agreement dated as of June 5, 2012 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of itself and the Secured Parties, and grants to the Administrative Agent for the benefit of itself and the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether presently existing or hereafter created or acquired (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding anything to the contrary herein, no lien on or security interest in any Excluded Property (as defined in the Security Agreement) is granted herein, and the Trademark Collateral shall be deemed to exclude any such Excluded Property.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent on behalf of itself and the Secured Parties pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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.

Section 4. Miscellaneous

This Copyright Security Agreement may be executed by one or more of the parties to this Copyright Security Agreement on any number of separate counterparts (including by telecopy or electronic mail or "PDF" file), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy or other electronic transmission (such as pdf) shall be effective as delivery of a manually executed counterpart.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARNEY'S, INC., as Grantor

By: 

Name: Sandro Risi

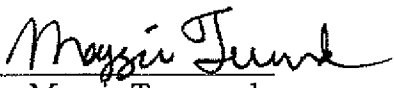
Title: Executive Vice President, Chief
Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006509 FRAME: 0572

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Maggie Townsend
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006509 FRAME: 0573

Schedule I

Trademark	Serial No.	File Date	Registration No.	Registration Date
N	85631113	5/21/2012	4444648	12/3/2013
N NEW ARRIVAL	85631150	5/21/2012	4951545	5/3/2016
PURPLE CARD	85860425	2/26/2013	4439121	11/26/2013
LOCKED IN BARNEYS	85890333	3/29/2013	4422006	10/22/2013
B3	85936415	5/20/2013	4573445	7/22/2014
MADE TO MEASURE BARNEYS NEW YORK	86163689	1/13/2014	4827758	10/6/2015
BARNEYS NEW YORK MADE TO MEASURE	86163693	1/13/2014	4736252	5/12/2015
INCLUSIVELY YOURS	87603105	9/11/2017	N/A	N/A
FIVeseventyfive	88015994	6/26/2018	N/A	N/A
BARNEYS NEW YORK INFLUENCER	88016156	6/26/2018	N/A	N/A
BARNEYS BEAUTY BOX	88017852	6/27/2018	N/A	N/A
CONNOR	85545867	2/17/2012	4233033	10/30/2012
MOST LOVED	85630656	5/21/2012	4404251	9/17/2013
V FAVORITES	85630757	5/21/2012	4411833	10/1/2013
MOST LOVED VV	85630777	5/21/2012	4401191	9/10/2013

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