

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JERRY LEIGH OF CALIFORNIA, INC.		11/16/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MUFG UNION BANK, N.A.		
Street Address:	203 W. IMPERIAL HIGHWAY		
Internal Address:	SUITE C		
City:	BREA		
State/Country:	CALIFORNIA		
Postal Code:	92821		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5267034	ALL AMERICAN WORKWEAR	
Registration Number:	5449016	ALL AMERICAN WORKWEAR	
Registration Number:	1463666	BEVERLY HILLS BLUES	
Serial Number:	87154367	DAVID LERNER	
Serial Number:	87495690	DAVID LERNER	
Registration Number:	4923158	DAVID LERNER	
Serial Number:	86465751	DAVID LERNER	
Registration Number:	4410007	DAVIDLERNER	
Registration Number:	4350510	DIGITAL REVOLUTION	
Registration Number:	3208182	ELECTRIC VINYL	
Registration Number:	2420628	FORTUNE FASHIONS	
Registration Number:	4139032	HB3	
Registration Number:	4913903	HB3	
Registration Number:	4013158	HB3	
Registration Number:	4547388	HB SUPER	
Registration Number:	4268997	HBTEE	
Registration Number:	3832970	HIDE & SEEK	
Registration Number:	4355816	HOODIEBUDDIE	
TRADEMARK			

CH \$715.00 5267034

Property Type	Number	Word Mark
Registration Number:	4221211	HOODIEBUDDIE
Registration Number:	4459534	HOODIECOLLAB
Registration Number:	4388452	MODERN HERO
Registration Number:	3356855	MODERN LUX
Registration Number:	3415602	ORBIT BRAND
Registration Number:	3759420	REISSUE
Registration Number:	3248302	SHIRTS HAPPEN
Registration Number:	4960334	STRANDED
Registration Number:	3206976	STRANDED
Registration Number:	3360848	THE EASY LIFE

CORRESPONDENCE DATA

Fax Number: 7145469035

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: 7146415100

Email: fsanders@rutan.com

Correspondent Name: Rutan & Tucker, LLP

Address Line 1: 611 Anton Blvd., Suite 1400

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	014742.0476
NAME OF SUBMITTER:	Hani Z. Sayed
SIGNATURE:	/Hani Z. Sayed/
DATE SIGNED:	11/21/2018

Total Attachments: 5

source=TMAgreement#page1.tif

source=TMAgreement#page2.tif

source=TMAgreement#page3.tif

source=TMAgreement#page4.tif

source=TMAgreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of November, 2018, by and between JERRY LEIGH OF CALIFORNIA, INC., a California corporation ("Grantor"), and MUFG UNION BANK, N.A. ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of November 16, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and between Grantor and Bank, the Bank has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank has required that Grantor execute and deliver to Bank, for the benefit of the Bank, 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, 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 Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Schedule A of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

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

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

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

(c) 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.

As used herein, the following terms shall have the meanings set forth below:

"Trademarks" means all statutory and common-law trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications to register in connection therewith, under the laws of the United States, any state thereof or any other country or any political subdivision

thereof, or otherwise, for the full term and all renewals thereof, which are owned by the Grantor or which the Grantor is licensed, authorized or otherwise granted rights under or to.

“Trademark Licenses” means any agreement, written or oral, providing for the grant of any right to use any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

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

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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.

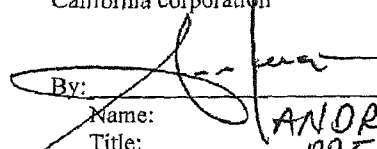
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.11 AND SECTION 10.12 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[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.


GRANTOR:

JERRY LEIGH OF CALIFORNIA, INC., a
California corporation

By: 
Name: **ANDREW LEIGH**
Title: **PRESIDENT**

BANK:

ACCEPTED AND ACKNOWLEDGED BY:
MUFG UNION BANK, N.A.

By: 
Name: **Peter Zhurav**
Title: **VICE PRESIDENT**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

INTELLECTUAL PROPERTY

Borrower holds the following US trademarks:

Trademark:	Serial/Registration Number:
ALL AMERICAN WORKWEAR	5267034
ALL AMERICAN WORKWEAR	5449016
BEVERLY HILLS BLUES & Design	1463666
DAVID LERNER	87154367
DAVID LERNER	87495690
DAVID LERNER	4923158
DAVID LERNER	86465751
DAVID LERNER	4410007
DIGITAL REVOLUTION	4350510
ELECTRIC VINYL	3208182
FORTUNE FASHIONS	2420628
HB3	4139032
HB3	4913903
HB3	4013158
HBSUPER Logo	4547388
HBTEE	4268997
HIDE & SEEK	3832970
HOODIEBUDDIE	4355816
HOODIEBUDDIE	4221211
HOODIECOLLAB Stylized	4459534
MODERN HERO	4388452
MODERN LUX	3356855
ORBIT BRAND	3415602
REISSUE	3759420
SHIRTS HAPPEN	3248302
STRANDED	4960334
STRANDED	3206976
THE EASY LIFE	3360848