

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	REAFFIRMATION OF AND AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JIM'S FORMAL WEAR LLC		01/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, f/k/a The PrivateBank and Trust Company, as administrative agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State bank: ILLINOIS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3827506	BUILD A TUX	
Registration Number:	5475291	JFW	
Registration Number:	0970982	MISTER PENGUIN	
Registration Number:	1207605	JIM'S FORMAL WEAR	
Registration Number:	4143249	JIM'S FORMAL WEAR E-ZTUX SOFTWARE	
Registration Number:	3320586	STEPHEN GEOFFREY	
Registration Number:	1179635		
Registration Number:	4990675	TUXDIRECT	
Registration Number:	4225666	THE TUXEDO BUILDER	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		

CH \$240.00 3827506

TRADEMARK

ATTORNEY DOCKET NUMBER:	40870000067 - D. Slawski
NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	01/23/2019

Total Attachments: 7

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**REAFFIRMATION OF AND AMENDMENT TO PATENT AND TRADEMARK
SECURITY AGREEMENT**

THIS REAFFIRMATION OF AND AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of the 22nd day of January, 2019 by and among **JIM'S FORMAL WEAR LLC**, a Delaware limited liability company, as successor in interest to Penguin Acquisition I, LLC ("Grantor"), in favor of **CIBC BANK USA**, f/k/a The PrivateBank and Trust Company, as Administrative Agent for all of the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is entering into that certain Amended and Restated Credit Agreement, dated as of the date hereof (the "A&R Credit Agreement"), which amends and restates that certain Credit Agreement, dated as of December 14, 2012, as amended by that certain Amendment No. 1 to Credit Agreement dated as of April 24, 2015, that certain Amendment No. 2 to Credit Agreement dated as of November 18, 2015, and that certain Amendment No. 3 to Credit Agreement dated as of November 18, 2018 (as further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, collectively, the "Credit Agreement") among the Grantor, the financial institutions party thereto from time to time (collectively, the "Lenders") and the Administrative Agent. Pursuant to the A&R Credit Agreement, the Lenders have agreed to extend, subject to the terms and conditions thereof, certain financial accommodations (collectively, the "Loans") to the Grantor;

WHEREAS, Grantor, ARMORY CAPITAL-PENGUIN, LLC, a Delaware limited liability company ("AC Penguin"), and JFW INVESTCO, LLC, an Illinois limited liability company ("JFW"), are party to that certain Guaranty and Collateral Agreement, dated as of December 14, 2012, as reaffirmed by that certain Reaffirmation of Guaranty and Collateral Agreement dated as of November 18, 2015 and that certain Reaffirmation of Guaranty and Collateral Agreement dated as of November 18, 2018 (as further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, collectively, the "Guaranty Agreement") in favor of Administrative Agent, pursuant to which each of Grantor, AC Penguin and JFW have guaranteed the Obligations (as defined in the A&R Credit Agreement) secured by the Collateral set forth therein;

WHEREAS, pursuant to the terms of that certain Patent and Trademark Security Agreement dated as of December 14, 2012 (the "IP Security Agreement"), Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in all rights, title and interest of Grantor in, to and under all now owned and thereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (the "Intellectual Property"), to secure the payment of all obligations and liabilities of Grantor under the Credit Agreement and the Guaranty and Collateral Agreement; and

WHEREAS, as a condition of the A&R Credit Agreement, Grantor has agreed to reaffirm its obligations under the IP Security Agreement and amend the terms of the IP Security Agreement as enumerated herein.

NOW THEREFORE, in consideration of the recitals, which are hereby incorporated herein by this reference as if fully set forth below, and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to IP Security Agreement.

(a) Schedule 1. Schedule 1 of the IP Security Agreement is hereby deleted in its entirety and replaced with Schedule 1, attached hereto and incorporated by reference.

(b) Schedule 2. Schedule 2 of the IP Security Agreement is hereby deleted in its entirety and replaced with Schedule 2, attached hereto and incorporated by reference.

2. Incorporation of the IP Security Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the IP Security Agreement, and the IP Security Agreement to the extent not inconsistent with this Agreement is incorporated herein by this reference as though the same were set forth in its entirety. The IP Security Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto. For the avoidance of doubt, each reference to the "Credit Agreement" in the IP Security Agreement will mean the Credit Agreement as defined in this Agreement and as amended and restated by the A&R Credit Agreement.

3. Representations, Warranties and Covenants. The representations, warranties and covenants set forth in the IP Security Agreement shall be deemed remade and affirmed as of the date hereof by the Grantor (except to the extent such representations and warranties expressly refer to an earlier date).

4. Acknowledgment and Reaffirmation of the Validity and Enforceability of the IP Security Agreement.

(a) Grantor expressly acknowledges and agrees that the IP Security Agreement constitutes the legal, valid and binding obligation of Grantor enforceable in accordance with its terms by Administrative Agent against Grantor (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability) and Grantor expressly reaffirms its obligations under the IP Security Agreement after giving effect to the A&R Credit Agreement. Grantor further expressly acknowledges and agrees that Administrative Agent has a valid, first priority and enforceable security interest in and lien against all Intellectual Property described in the IP Security Agreement as security for all Secured Obligations. Grantor agrees that, prior to the repayment of the Loans and satisfaction of any other Obligations, it shall not dispute the validity or enforceability of the IP Security Agreement or any of the other Loan Documents (as defined in the A&R Credit Agreement) or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Administrative Agent's security interest in or lien against any item of the Intellectual Property, in any judicial, administrative or other proceeding.

(b) This Agreement shall not be construed, by implication or otherwise, as imposing any requirement that Administrative Agent or Lenders notify or seek the consent of the

Grantor relative to any past or future extension of credit, or amendment, restatement, modification, supplement, extension or other action with respect to the Loan Documents (as defined in Credit Agreement), it being expressly acknowledged and reaffirmed that the Grantor has, to the extent set forth in the IP Security Agreement, consented, among others things, to amendments, restatements, modifications, supplements, extensions and other actions with respect to the Loan Documents without any notice thereof or further consent thereto.

5. Defenses, Setoff and Claims. EACH CREDIT PARTY DOES HEREBY REPRESENT AND WARRANT THAT AS OF THE DATE HEREOF, THERE ARE NO DEFENSES, SETOFFS, CLAIMS OR COUNTERCLAIMS WHICH IT COULD ASSERT AGAINST THE ADMINISTRATIVE AGENT OR LENDERS ARISING FROM OR IN CONNECTION WITH THE IP SECURITY AGREEMENT.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

(Signature Page to Reaffirmation of and Amendment to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Reaffirmation of and Amendment to Patent and Trademark Security Agreement as of the date first above written.

GRANTOR:

JIM'S FORMAL WEAR LLC, a
Delaware limited liability company

By: 
Name: Steven J. Davis
Title: President and CEO

(Signature Page to Reaffirmation of and Amendment to Patent and Trademark Security Agreement)

Agreed and Acknowledged by:

ADMINISTRATIVE AGENT:

CIBC BANK USA

By:



Name: Lisa Portanova

Its: Associate Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

U. S Trademark Registrations

Owner	Trademark	Trademark Registration Number	Trademark Application Number	Date of Application	Date of Registration
Jim's Formal Wear LLC	Build A Tux	3827506	77891709	12/11/2009	8/3/2010
Jim's Formal Wear LLC	JFW	5475291	87652443	10/19/2017	5/22/2018
Jim's Formal Wear LLC	Mister Penguin	970982	72427447	6/15/1972	10/16/1973
Jim's Formal Wear LLC	Jim's Formal Wear	1207605	73285317	11/10/1980	9/7/1982
Jim's Formal Wear LLC	Jim's Formal Wear E-ZTUX Software and Design E-ZTUX	4143249	85027187	4/30/2010	5/15/2012
Jim's Formal Wear LLC	Stephen Geoffrey	3320586	78742744	10/28/2005	10/23/2007
Jim's Formal Wear LLC	Mr. Penguin design only	1179635	73266001	6/12/1980	11/24/1981
Jim's Formal Wear LLC	TUXDIRECT	4990675	86805298	10/30/2015	6/28/2016
Jim's Formal Wear LLC	THE TUXEDO BUILDER	4225666	85568515	3/13/2012	10/16/2012

Jim's Formal Wear LLC intends to file a trademark application for JACKSON JAMES in the near future.

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Patents

Owner	Patent	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Jim's Formal Wear LLC	Filtration and recovery system	7964094	11654835	6/21/2011	1/18/2007