

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM496800

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marco Brunelli IP, LLC		10/29/2018	Limited Liability Company: DELAWARE
Hudson Clothing, LLC		10/29/2018	Limited Liability Company: CALIFORNIA
Briefly Stated Inc.		10/29/2018	Corporation: NEW YORK
F&T Apparel LLC		10/29/2018	Limited Liability Company: DELAWARE
Centric Brands Holding LLC		10/29/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACF FINCO I LP		
<b>Street Address:</b>	560 White Plains Roads, Suite 400		
<b>City:</b>	Tarrytown		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10591		
<b>Entity Type:</b>	Partnership: DELAWARE		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>• ACF Intermediate Holdings, LP, NEW YORK, Corporation</li> <li>• ARES Commercial Finance LP, NEW YORK, Limited Partnership</li> </ul>		
<b>PROPERTY NUMBERS Total: 194</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3273129	HUDSON	
<b>Registration Number:</b>	3385499	HUDSON	
<b>Registration Number:</b>	4530906	LET YOURSELF GO	
<b>Registration Number:</b>	4218132	KNOWLEDGE WISDOM TRUTH	
<b>Registration Number:</b>	2845738	ROBERT GRAHAM	
<b>Registration Number:</b>	3206707	ROBERT GRAHAM	
<b>Registration Number:</b>	4146896	ROBERT GRAHAM	
<b>Registration Number:</b>	4518160	ROBERT GRAHAM JEANS	
<b>Registration Number:</b>	4158188	THE FRESHLY LAUNDERED SHIRT BY ROBERT GR	
<b>Registration Number:</b>	2975387	KNOWLEDGE WISDOM TRUTH	
<b>Registration Number:</b>	3804826	ROBERT GRAHAM	
<b>TRADEMARK</b>			

OP \$4865.00 3273129

Property Type	Number	Word Mark
Registration Number:	4895934	HEMP VALLEY
Registration Number:	4573408	
Registration Number:	4782513	ROBERT GRAHAM
Registration Number:	4499814	
Registration Number:	5091497	ROBERT GRAHAM
Registration Number:	5301777	ROBERT GRAHAM
Registration Number:	5120467	R BY ROBERT GRAHAM
Serial Number:	86739274	ROBERT GRAHAM COURAGE
Registration Number:	5087874	ROBERT GRAHAM VALOUR
Registration Number:	5196569	ROBERT GRAHAM MODERN AMERICANA
Registration Number:	4472500	MARCO BRUNELLI
Serial Number:	87824588	HUDSON JEANS
Serial Number:	87820076	HUDSON
Serial Number:	87824615	HUDSON JEANS
Serial Number:	87824625	HUDSON JEANS
Serial Number:	87824640	HUDSON JEANS
Serial Number:	87885591	ROBERT GRAHAM
Serial Number:	87885601	ROBERT GRAHAM
Serial Number:	87885611	ROBERT GRAHAM
Serial Number:	87885620	ROBERT GRAHAM
Serial Number:	87885626	ROBERT GRAHAM
Serial Number:	87885631	ROBERT GRAHAM
Serial Number:	87885650	ROBERT GRAHAM
Registration Number:	1915110	BOXEROOS
Registration Number:	1351772	P C A
Registration Number:	0818706	PCA
Registration Number:	1527068	BRIEFLY STATED
Registration Number:	3883852	HART STREET
Registration Number:	4097315	B. MAKOWSKY
Serial Number:	87873270	ETA BY ROSETTI
Registration Number:	2011509	KHQ
Registration Number:	5154476	LILY BLOOM
Registration Number:	2879282	M. HASKELL
Registration Number:	5350982	OLIVIA + JOY
Registration Number:	4933706	PLANET KIDS
Registration Number:	4747292	ROBERT LEE MORRIS SOHO
Registration Number:	3952940	SAFETY TOES
Registration Number:	4359368	TYLER RODAN

Property Type	Number	Word Mark
Serial Number:	87873264	UTILITI BY ROSETTI
Registration Number:	4449034	ABSORB DRY
Registration Number:	5097483	ID PROTECT
Registration Number:	3864690	LITTLE FEET, BIG WORLD
Registration Number:	4242161	SWIFT-DRY
Registration Number:	5151742	{T} TUTILO
Registration Number:	5028679	{T} TUTILO
Registration Number:	5172973	{T} TUTILO CARRY THE DAY
Registration Number:	4611180	ABSORBTEK
Registration Number:	4629745	ACTION DRY
Registration Number:	3648718	ACTIVE ENERGY SYSTEM
Registration Number:	4052837	ADAM & ALIX
Registration Number:	3330493	APPROVED SCHOOL WEAR ASW
Registration Number:	5119751	
Registration Number:	3238526	B. MAKOWSKY
Registration Number:	3238527	B. MAKOWSKY
Registration Number:	2815214	BABY HEADQUARTERS
Registration Number:	4278358	BODY CHARMS
Registration Number:	2110195	BOO BOO BUDDY
Registration Number:	5382163	BOOMDASH
Serial Number:	87616318	CANDY COLOR
Registration Number:	4377535	CANDY CORNER
Registration Number:	2689276	CANDY GIRL
Registration Number:	3557983	CANDY GIRL
Registration Number:	4125650	CANDY GIRL
Registration Number:	4765608	CARGOLINA
Registration Number:	4928462	CARRY THE DAY
Registration Number:	3850605	CHAPFIX+
Registration Number:	0652100	CHIPS 'N TWIGS
Registration Number:	4765609	CLEAN SHOT
Registration Number:	4411501	CLEAN UP YOUR ACT
Registration Number:	5312110	COZY SOCKS
Registration Number:	3605706	CREATE-A-BALM
Registration Number:	4663642	DAZZLE
Registration Number:	4384142	FABRIC-IN-ACTION
Registration Number:	4482403	FUNKY SOCKS
Registration Number:	5214246	FUNKY SOCKS
Registration Number:	2903175	GABRIELLE K.

Property Type	Number	Word Mark
Registration Number:	4186562	GIRL 2 GIRL
Registration Number:	3443225	GREEN BY NATURE
Serial Number:	86803790	HAPPY BABY
Registration Number:	5233791	HAPPY GIRL
Registration Number:	5129976	HEAT ZONE
Registration Number:	3004794	HIP FLOPS
Registration Number:	4384499	HIT AND MIST
Registration Number:	2170383	H'N E
Registration Number:	5161902	ID PROTECH
Registration Number:	5434149	ILLUSIONS BY OLIVIA + JOY
Registration Number:	1504944	JONATHAN STRONG
Registration Number:	5018593	JUST IN CASE
Registration Number:	3103426	KATHY VAN ZEELAND
Registration Number:	3106224	KATHY VAN ZEELAND
Registration Number:	4615044	KEEP CALM AND DRINK BEER
Registration Number:	4717334	KEEP CALM AND PLAY GOLF
Registration Number:	2079312	KIDS HEADQUARTERS
Registration Number:	4278357	LIL' ORGANICS
Registration Number:	4274828	LIL' RUNNERS
Registration Number:	3764749	LILY BLOOM
Registration Number:	4291036	LIP VITAMINS
Serial Number:	86961033	LITTLE BY LITTLE
Registration Number:	4285182	LOCKER LOUNGE
Registration Number:	2930650	LOTTA LUV
Registration Number:	4373014	LOUD MOUTH
Registration Number:	5074153	M.W. SAMARA
Serial Number:	86605521	MAKE YOUR MARK
Registration Number:	3938495	MED TECH
Registration Number:	3913867	MIRIAM HASKELL
Registration Number:	5157528	MIRIAM HASKELL
Registration Number:	3106225	
Registration Number:	2570840	
Registration Number:	4384495	MOUTH OFF
Registration Number:	4921960	MOVEMENT
Registration Number:	4419010	MUD IN YOUR FACE
Serial Number:	86521094	MYSOX
Registration Number:	4676035	NORTHWEST TRAILS
Registration Number:	3898070	OLIVIA + JOY

Property Type	Number	Word Mark
Registration Number:	4791641	PAUL MILLER
Registration Number:	4812688	PAUL MILLER
Registration Number:	1572083	PCA APPAREL
Registration Number:	4467406	PEPI BAMBINI
Registration Number:	4425685	PJ & ME
Registration Number:	2943502	PLANET SOX
Registration Number:	4376987	POINT THE FINGER
Registration Number:	3013905	POM POM HEADS
Registration Number:	5060714	POWER FUSION
Registration Number:	4444962	PS DESIGN LAB
Registration Number:	4460190	PS PLANET SOX
Registration Number:	4334941	PS STUDIO
Registration Number:	3610592	RETRO MODERN DRESSWEAR
Registration Number:	4938647	RETRO MODERN DRESSWEAR
Registration Number:	1709927	RLM
Registration Number:	2092323	RLM
Serial Number:	86927576	ROBERT LEE MORRIS
Registration Number:	1647154	ROBERT LEE MORRIS
Registration Number:	4622456	TWO BY TWO
Registration Number:	4634022	
Registration Number:	3741427	ROSETTI
Registration Number:	2332198	ROSETTI NEW YORK
Registration Number:	1524417	SAMARA
Registration Number:	4765610	SCUFFIES
Registration Number:	5121395	SCULPT AND LIFT
Registration Number:	4449035	SHOCK DRY
Registration Number:	4307581	SKIN VITAMINS
Registration Number:	5481548	SMART POUCH
Registration Number:	4384497	SMOOTH IT OVER
Registration Number:	4539292	SNAP & MATCH
Serial Number:	86858890	SNUGGLE TOES
Registration Number:	4765611	SOCK MONSTERS
Registration Number:	2613701	SORELLA
Registration Number:	4336375	SPOILED ROTTEN
Registration Number:	4614846	SPORT LOGIC
Registration Number:	4727822	
Registration Number:	3870755	SUNTIME
Registration Number:	1595498	TFW

Property Type	Number	Word Mark
Registration Number:	2246878	TIGNANELLO
Registration Number:	4918723	TUTILO
Registration Number:	5083176	TUTILO BOOST
Registration Number:	4634024	TWO BY TWO
Registration Number:	4622397	TWOBYTWO
Serial Number:	87799562	UP-LATE
Registration Number:	3580183	UP-LATE
Registration Number:	4703425	WACKY TOES
Registration Number:	4376988	WE STICK TOGETHER
Registration Number:	2158684	WHATEVER
Serial Number:	77537951	WHATEVER
Registration Number:	4324966	WRAPT
Registration Number:	1318297	CARLO STELLA
Serial Number:	87873274	E.T.A EVERYDAY TRAVEL ADVENTURE
Registration Number:	3858414	KATHY VAN ZEELAND
Registration Number:	4411515	LET'S BREAK UP
Serial Number:	87851709	LIP PIC
Registration Number:	4755774	LUIGI FRANCONI
Registration Number:	4602751	NAIL TREND
Serial Number:	87912209	RUN PROOF
Serial Number:	87912217	RUN PROOF
Registration Number:	4419393	SPORT ESSENTIALS
Registration Number:	2044557	STRADA
Registration Number:	4384496	THE COAST IS CLEAR
Registration Number:	4113740	TREVISIO
Registration Number:	4038775	TT
Registration Number:	3580178	UP-LATE
Registration Number:	1291156	AVIREX
Registration Number:	2176570	AVIREX
Registration Number:	2199758	AVIREX
Registration Number:	3764733	AVIREX

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 212-309-6793

**Email:** michael.barys@clarivate.com

**Correspondent Name:** Oyedele A. Oyediran

**Address Line 1:** 101 Park Avenue

**TRADEMARK**

**REEL: 006534 FRAME: 0536**

**Address Line 2:** Morgan Lewis & Bockius  
**Address Line 4:** New York, NEW YORK 10178-0060

**NAME OF SUBMITTER:** Oyedele A. Oyediran

**SIGNATURE:** /Michael Barys/

**DATE SIGNED:** 11/05/2018

**Total Attachments: 15**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Marco Brunelli IP, LLC - DE  
Hudson Clothing, LLC - CA  
G&T Apparel LLC - DE  
Centric Brands Holdings LLC - DE  
Briefly Stated Inc. - NY

- Individual(s)                       Association
- Partnership                          Limited Partnership
- Corporation- State: New York
- Other LLC

Citizenship (see guidelines) see above

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 29, 2018

- Assignment                               Merger
- Security Agreement                       Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: ACF FINCO I LP

Street Address: 560 White Plains Road, Suite 400

City: Tarrytown

State: New York

Country: United States                      Zip: 10591

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship Delaware
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Oyedele A. Oyediran

Internal Address: Morgan Lewis & Bockius

Street Address: 101 Park Avenue

City: New York

State: New York                      Zip: 10178-0060

Phone Number: 212-309-6793

Docket Number: \_\_\_\_\_

Email Address: oyedele.oyediran@morganlewis.com

**6. Total number of applications and registrations involved:**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Oyedele Oyediran

Signature

10/31/2018

Date

OYEDELE A. OYEDIRAN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2018 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of ACF FINCO I LP, First Lien Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "First Lien Collateral Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of October 29, 2018 by and among DIFFERENTIAL BRANDS GROUP INC., a Delaware corporation, the lenders from time to time party thereto (the "Lenders"), the First Lien Collateral Agent for the Lenders, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrower under the Credit Agreement, the Grantors entered into a First Lien Collateral Agreement dated as of October 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement") between each of the Grantors and the First Lien Collateral Agent, pursuant to which each of the Grantors assigned, transferred and granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the First Lien Collateral Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the First Lien Collateral Agent as follows:

**SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the First Lien Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby collaterally assigns, pledges and grants to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired and owned by such Grantor (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(e) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, pursuant to the First Lien Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the First Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the First Lien Collateral Agreement, the provisions of the First Lien Collateral Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

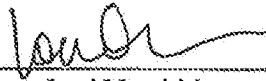
**SECTION 5. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile (or other electronic) transmission pursuant to procedures approved by the Administrative Agent shall be as effective as delivery of a manually signed original.

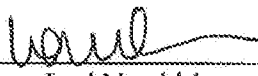
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


**MARCO BRUNELLI IP, LLC,**  
as Grantor

By:   
Name: Lori Nembirkow  
Title: Secretary


**HUDSON CLOTHING, LLC,**  
as Grantor

By:   
Name: Lori Nembirkow  
Title: Secretary

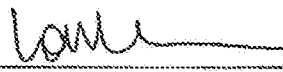
**ROBERT GRAHAM HOLDINGS, LLC,**  
as Grantor

By:   
Name: Lori Nembirkow  
Title: Secretary

**BRIEFLY STATED INC.,**  
as Grantor


By:   
Name: Lori Nembirkow  
Title: Secretary

**F&T APPAREL LLC,**  
as Grantor

By:   
Name: Lori Nembirkow  
Title: Secretary

[Signature Page to First Lien Trademark Security Agreement]

**CENTRIC BRANDS HOLDING LLC,  
as Grantor**

By:   
Name: Lori Nembirkow  
Title: Secretary

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

ACF FINCO L.P.,  
as First Lien Collateral Agent

By: \_\_\_\_\_

Name:

Title:

Mitchell Goldstein  
Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

[Attached]

Grantor	Title	Filing Date/Issued Date	Status	Application/Registration No.
Hudson Clothing, LLC	HUDSON	8/07/2007	Registered	3,273,129
Hudson Clothing, LLC	HUDSON	2/19/2008	Registered	3,385,499
Hudson Clothing, LLC	LET YOURSELF GO	5/13/2014	Registered	4,530,906
Robert Graham Holdings, LLC	KNOWLEDGE WISDOM TRUTH	10/02/2012	Registered	4,218,132
Robert Graham Holdings, LLC	ROBERT GRAHAM	5/25/2004	Registered	2,845,738
Robert Graham Holdings, LLC	ROBERT GRAHAM	2/06/2007	Registered	3,206,707
Robert Graham Holdings, LLC	ROBERT GRAHAM	5/22/2012	Registered	4,146,896
Robert Graham Holdings, LLC	ROBERT GRAHAM JEANS	4/22/2014	Registered	4,518,160
Robert Graham Holdings, LLC	THE FRESHLY LAUNDERED SHIRT BY ROBERT GRAHAM	6/12/2012	Registered	4,158,188
Robert Graham Holdings, LLC	KNOWLEDGE WISDOM TRUTH	7/06/2005	Registered	2,975,387
Robert Graham Holdings, LLC	ROBERT GRAHAM	6/15/2010	Registered	3,804,826
Robert Graham Holdings, LLC	ROBERT GRAHAM	2/2/2016	Registered	4,895,924
Robert Graham Holdings, LLC	Devil Logo	7/22/2014	Registered	4,573,408
Robert Graham Holdings, LLC	ROBERT GRAHAM	7/28/2015	Registered	4,782,513
Robert Graham Holdings, LLC	COLLAR TAB BUTTON DESIGN	3/18/2014	Registered	4,499,814
Robert Graham Holdings, LLC	ROBERT GRAHAM	11/29/2016	Registered	5,091,497
Robert Graham Holdings, LLC	ROBERT GRAHAM	10/03/2017	Registered	5,301,777
Robert Graham Holdings, LLC	R BY ROBERT GRAHAM	1/10/2017	Registered	5,120,467
Robert Graham Holdings, LLC	ROBERT GRAHAM COURAGE	8/27/2015	NOA Issued	86/739,274 (ITU)
Robert Graham Holdings, LLC	ROBERT GRAHAM VALOUR	11/22/2016	Registered	5,087,874
Robert Graham Holdings, LLC	ROBERT GRAHAM MODERN AMERICANA	5/2/2017	Registered	5,196,569
Marco Brunelli IP, LLC	MARCO BRUNELLI	1/21/2014	Registered	4,472,500
Hudson Clothing, LLC	HUDSON JEANS	3/07/2018	Pending	87/824,588 (ITU)
Hudson Clothing, LLC	HUDSON	3/05/2018	Pending	87/820,076 (ITU)
Hudson Clothing, LLC	HUDSON JEANS	3/07/2018	Pending	87/824,615 (ITU)



Hudson Clothing, LLC	HUDSON JEANS	3/07/2018	Pending	87/824,625 (ITU)
Hudson Clothing, LLC	HUDSON JEANS	3/07/2018	Pending	87/824,640 (ITU)
Robert Graham Holdings, LLC	ROBERT GRAHAM	4/20/2018	Pending	87/885,591 (ITU)
Robert Graham Holdings, LLC	ROBERT GRAHAM	4/20/2018	Pending	87/885,601 (ITU)
Robert Graham Holdings, LLC	ROBERT GRAHAM	4/20/2018	Pending	87/885,611 (ITU)
Robert Graham Holdings, LLC	ROBERT GRAHAM	4/20/2018	Pending	87/885,620 (ITU)
Robert Graham Holdings, LLC	ROBERT GRAHAM	4/20/2018	Pending	87/885,626 (ITU)
Robert Graham Holdings, LLC	ROBERT GRAHAM	4/20/2018	Pending	87/885,631 (ITU)
Robert Graham Holdings, LLC	ROBERT GRAHAM	4/20/2018	Pending	87/885,650 (ITU)
Centric Brands Holding LLC	BOXEROOS	08/29/1995	Renewed (Registered)	1915110
Centric Brands Holding LLC	P C A	07/30/1985	Renewed (Registered)	1351772
Centric Brands Holding LLC	PCA	11/15/1966	Renewed (Registered)	0818706
Briefly Stated Inc.	BRIEFLY STATED	02/28/1989	Registered	1,527,068
F&T Apparel LLC	HART STREET	11/30/2010	Registered	3,883,852
Centric Brands Holding LLC	B. MAKOWSKY	02/07/2012	Registered	4097315
Centric Brands Holding LLC	ETA BY ROSETTI	04/11/2018	Pending	87873270
Centric Brands Holding LLC	KHQ	10/29/1996	Registered (Registered)	2011509
Centric Brands Holding LLC	LILY BLOOM	03/07/2017	Registered	5154476
Centric Brands Holding LLC	M. HASKELL	08/31/2004	Registered (Registered)	2879282

TRADEMARK

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Centric Brands Holding LLC	OLIVIA + JOY	12/05/2017	Registered	5350982
Centric Brands Holding LLC	PLANET KIDS	04/05/2016	Registered	4933706
Centric Brands Holding LLC	ROBERT LEE MORRIS SOHO	06/02/2015	Registered	4747292
Centric Brands Holding LLC	SAFETY TOES	04/26/2011	Registered	3952940
Centric Brands Holding LLC	TYLER RODAN	06/25/2013	Registered	4359368
Centric Brands Holding LLC	UTILITI BY ROSETTI	04/11/2018	Pending	87873264
Centric Brands Holding LLC	ABSORB DRY	12/10/2013	Registered	4,449,034
Centric Brands Holding LLC	ID PROTECT	12/06/2016	Registered	5,097,483
Centric Brands Holding LLC	LITTLE FEET, BIG WORLD	10/19/2010	Registered	3,864,690
Centric Brands Holding LLC	SWIFT-DRY	11/13/2012	Registered	4,242,161
Centric Brands Holding LLC	{T} TUTILO	2/28/2017	Registered	5,151,742
Centric Brands Holding LLC	{T} TUTILO	8/23/2016	Registered	5,028,679
Centric Brands Holding LLC	{T} TUTILO CARRY THE DAY	03/28/2017	Registered	5,172,973
Centric Brands Holding LLC	ABSORBTEK	09/23/2014	Registered	4,611,180
Centric Brands Holding LLC	ACTION DRY	10/28/2014	Registered	4,629,745
Centric Brands Holding LLC	ACTIVE ENERGY SYSTEM	06/30/2009	Registered	3,648,718
Centric Brands Holding LLC	ADAM & ALIX	11/08/2011	Registered	4,052,837
Centric Brands Holding LLC	APPROVED SCHOOL WEAR ASW	11/06/2007	Registered	3,330,493
Centric Brands Holding LLC	Arrow design pointing to the right	01/10/2017	Registered	5,119,751
Centric Brands Holding LLC	B. MAKOWSKY	05/01/2007	Registered	3,238,526
Centric Brands Holding LLC	B. MAKOWSKY (Stylized)	05/01/2007	Registered	3,238,527
Centric Brands Holding LLC	BABY HEADQUARTERS	02/17/2004	Registered	2,815,214
Centric Brands Holding LLC	BODY CHARMS	01/22/2013	Registered	4,278,358
Centric Brands Holding LLC	BOO BOO BUDDY	11/04/1997	Registered	2,110,195
Centric Brands Holding LLC	BOOMDASH	01/16/2018	Registered	5,382,163
Centric Brands Holding LLC	CANDY COLOR	09/20/2017	Pending	87/616/318 (ITU)
Centric Brands Holding LLC	CANDY CORNER	07/30/2013	Registered	4,377,535
Centric Brands Holding LLC	CANDY GIRL	02/18/2003	Registered	2,689,276
Centric Brands Holding LLC	CANDY GIRL	01/06/2009	Registered	3,557,983
Centric Brands Holding LLC	CANDY GIRL	04/10/2012	Registered	4,125,650
Centric Brands Holding LLC	CARGOLINA	06/30/2015	Registered	4,765,608
Centric Brands Holding LLC	CARRY THE DAY	03/29/2016	Registered	4,928,462

Centric Brands Holding LLC	CHAPFIX+	09/21/2010	Registered	3,850,605
Centric Brands Holding LLC	CHIPS 'N TWIGS (stylized)	09/24/1957	Registered	0,652,100
Centric Brands Holding LLC	CLEAN SHOT	06/30/2015	Registered	4,765,609
Centric Brands Holding LLC	CLEAN UP YOUR ACT	10/01/2013	Registered	4,411,501
Centric Brands Holding LLC	COZY SOCKS	10/17/2017	Registered	5,312,110
Centric Brands Holding LLC	CREATE-A-BALM	04/14/2009	Registered	3,605,706
Centric Brands Holding LLC	DAZZLE	12/30/2014	Registered	4,663,642
Centric Brands Holding LLC	FABRIC-IN-ACTION	08/13/2013	Registered	4,384,142
Centric Brands Holding LLC	FUNKY SOCKS	02/11/2014	Registered	4,482,403
Centric Brands Holding LLC	FUNKY SOCKS	05/30/2017	Registered	5,214,246
Centric Brands Holding LLC	GABRIELLE K.	11/16/2004	Registered	2,903,175
Centric Brands Holding LLC	GIRL 2 GIRL	08/07/2012	Registered	4,186,562
Centric Brands Holding LLC	GREEN BY NATURE	06/03/2008	Registered	3,443,225
Centric Brands Holding LLC	HAPPY BABY	10/29/2015	Pending	86/803,790 (ITU)
Centric Brands Holding LLC	HAPPY GIRL	06/27/2017	Registered	5,233,791
Centric Brands Holding LLC	HEAT ZONE	01/24/2017	Registered	5,129,976
Centric Brands Holding LLC	HIP FLOPS	10/04/2005	Registered	3,004,794
Centric Brands Holding LLC	HIT AND MIST	08/13/2013	Registered	4,384,499
Centric Brands Holding LLC	H'N'E	06/30/1998	Registered	2,170,383
Centric Brands Holding LLC	ID PROTECH	03/14/2017	Registered	5,161,902
Centric Brands Holding LLC	ILLUSIONS BY OLIVIA + JOY	03/27/2018	Registered	5,434,149
Centric Brands Holding LLC	JONATHAN STRONG and Design	09/20/1988	Registered	1,504,944
Centric Brands Holding LLC	JUST IN CASE	08/09/2016	Registered	5,018,593
Centric Brands Holding LLC	KATHY VAN ZEELAND	06/13/2006	Registered	3,103,426
Centric Brands Holding LLC	KATHY VAN ZEELAND (Stylized)	06/20/2006	Registered	3,106,224
Centric Brands Holding LLC	KEEP CALM AND DRINK BEER	09/30/2014	Registered	4,615,044
Centric Brands Holding LLC	KEEP CALM AND PLAY GOLF	04/07/2015	Registered	4,717,334
Centric Brands Holding LLC	KIDS HEADQUARTERS	07/15/1997	Registered	2,079,312
Centric Brands Holding LLC	LIL' ORGANICS	01/22/2013	Registered	4,278,357
Centric Brands Holding LLC	LIL' RUNNERS	01/15/2013	Registered	4,274,828
Centric Brands Holding LLC	LILY BLOOM & DESIGN	03/23/2010	Registered	3,764,749
Centric Brands Holding LLC	LIP VITAMINS	02/19/2013	Registered	4,291,036

Centric Brands Holding LLC	LITTLE BY LITTLE	04/01/2016	Pending	86/961,033 (ITU)
Centric Brands Holding LLC	LOCKER LOUNGE	02/05/2013	Registered	4,285,182
Centric Brands Holding LLC	LOTTA LUV	03/08/2005	Registered	2,930,650
Centric Brands Holding LLC	LOUD MOUTH	07/23/2013	Registered	4,373,014
Centric Brands Holding LLC	M.W. SAMARA	11/01/2016	Registered	5,074,153
Centric Brands Holding LLC	MAKE YOUR MARK	04/22/2015	Suspended	86/605,521 (ITU)
Centric Brands Holding LLC	MED TECH	03/29/2011	Registered	3,938,495
Centric Brands Holding LLC	MIRIAM HASKELL	02/01/2011	Registered	3,913,867
Centric Brands Holding LLC	MIRIAM HASKELL (stylized)	03/07/2017	Registered	5,157,528
Centric Brands Holding LLC	MISCELLANEOUS DESIGN (PURSE)	06/20/2006	Registered	3,106,225
Centric Brands Holding LLC	MISCELLANEOUS DESIGN (ROSE DESIGN)	05/21/2002	Registered	2,570,840
Centric Brands Holding LLC	MOUTH OFF	08/13/2013	Registered	4,384,495
Centric Brands Holding LLC	MOVEMENT	03/22/2016	Registered	4,921,960
Centric Brands Holding LLC	MUN IN YOUR FACE	10/15/2013	Registered	4,419,010
Centric Brands Holding LLC	MYSOX	02/02/2015	Allowed	86/521,094 (ITU)
Centric Brands Holding LLC	NORTHWEST TRAILS	1/20/2015	Registered	4,676,035
Centric Brands Holding LLC	OLIVIA + JOY	12/28/2010	Registered	3,898,070
Centric Brands Holding LLC	PAUL MILLER	08/11/2015	Registered	4,791,641
Centric Brands Holding LLC	PAUL MILLER	09/15/2015	Registered	4,812,688
Centric Brands Holding LLC	PCA APPAREL & Oval Design	12/19/1989	Registered	1,572,083
Centric Brands Holding LLC	PEPI BAMBINI	01/14/2014	Registered	4,467,406
Centric Brands Holding LLC	PJ & ME	10/29/2013	Registered	4,425,685
Centric Brands Holding LLC	PLANET SOX	04/26/2005	Registered	2,943,502
Centric Brands Holding LLC	POINT THE FINGER	07/30/2013	Registered	4,376,987
Centric Brands Holding LLC	POM POM HEADS	11/08/2005	Registered	3,013,905
Centric Brands Holding LLC	POWER FUSION	10/11/2016	Registered	5,060,714
Centric Brands Holding LLC	PS DESIGN LAB	12/03/2013	Registered	4,444,962
Centric Brands Holding LLC	PS PLANET SOX	12/31/2013	Registered	4,460,190
Centric Brands Holding LLC	PS STUDIO	05/14/2013	Registered	4,334,941
Centric Brands Holding LLC	RETRO MODERN DRESSWEAR	04/21/2009	Registered	3,610,592

Centric Brands Holding LLC	REIRO MODERN DRESSWEAR	04/12/2016	Registered	4,938,647
Centric Brands Holding LLC	RLM	08/25/1992	Registered	1,709,927
Centric Brands Holding LLC	RLM	08/26/1997	Registered	2,092,323
Centric Brands Holding LLC	ROBERT LEE MORRIS	03/03/2016	Allowed	86/927,576 (ITU)
Centric Brands Holding LLC	ROBERT LEE MORRIS	06/11/1991	Registered	1,647,154
Centric Brands Holding LLC	Roman Numeral II - TWO BY TWO design	10/14/2014	Registered	4,622,456
Centric Brands Holding LLC	Roman Numeral II design	11/04/2014	Registered	4,634,022
Centric Brands Holding LLC	ROSETHI	01/26/2010	Registered	3,741,427
Centric Brands Holding LLC	ROSETHI NEW YORK	03/21/2000	Registered	2,332,198
Centric Brands Holding LLC	SAMARA	02/14/1989	Registered	1,524,417
Centric Brands Holding LLC	SCUFFIES	06/30/2015	Registered	4,765,610
Centric Brands Holding LLC	SCULPT AND LIFT	01/10/2017	Registered	5,121,395
Centric Brands Holding LLC	SHOCK DRY	12/10/2013	Registered	4,449,035
Centric Brands Holding LLC	SKIN VITAMINS	03/26/2013	Registered	4,307,581
Centric Brands Holding LLC	SMART POUCH	05/29/2018	Registered	5,481,548
Centric Brands Holding LLC	SMOOTH IT OVER	08/13/2013	Registered	4,384,497
Centric Brands Holding LLC	SNAP & MATCH	05/27/2014	Registered	4,539,292
Centric Brands Holding LLC	SNUGGLE TOES	12/28/2015	Allowed	86/858,890
Centric Brands Holding LLC	SOCK MONSTERS	06/30/2015	Registered	4,765,611
Centric Brands Holding LLC	SORELLA	09/03/2002	Registered	2,613,701
Centric Brands Holding LLC	SPOILED ROTTEN	05/14/2013	Registered	4,336,375
Centric Brands Holding LLC	SPORT LOGIC	09/30/2014	Registered	4,614,846
Centric Brands Holding LLC	Sports Design Wave Logo	04/28/2015	Registered	4,727,822
Centric Brands Holding LLC	SUNTIME	11/02/2010	Registered	3,870,755
Centric Brands Holding LLC	TFW	05/08/1990	Registered	1,595,498
Centric Brands Holding LLC	TIGANELLO	05/25/1999	Registered	2,246,878
Centric Brands Holding LLC	TUTILO	03/15/2016	Registered	4,918,723
Centric Brands Holding LLC	TUTILO BOOST	11/15/2016	Registered	5,083,176
Centric Brands Holding LLC	TWO BY TWO	11/04/2014	Registered	4,634,024
Centric Brands Holding LLC	TWOBYTWO	10/14/2014	Registered	4,622,397
Centric Brands Holding LLC	UP-LATE	02/15/2018	Pending	87/799,562 (ITU)

Centric Brands Holding LLC	UP-LATE and (OWL) Design	02/24/2009	Registered	3,580,183
Centric Brands Holding LLC	WACKY TOES	03/17/2015	Registered	4,703,425
Centric Brands Holding LLC	WE STICK TOGETHER	07/30/2013	Registered	4,376,988
Centric Brands Holding LLC	WHATEVER	5/19/1998	Registered	2,158,684
Centric Brands Holding LLC	WHATEVER	08/04/2008	Suspended	77/537,951
Centric Brands Holding LLC	WRAPT	04/24/2013	Registered	4,324,966
Centric Brands Holding LLC	CARLO STELLA	02/05/1985	Registered	1,318,297
Centric Brands Holding LLC	E-T-A EVERYDAY TRAVEL ADVENTURE	04/11/2018	Pending	87/873,274
Centric Brands Holding LLC	KATHY VAN ZEELAND	10/05/2010	Registered	3,858,414
Centric Brands Holding LLC	LET'S BREAK UP	10/01/2013	Registered	4,411,515
Centric Brands Holding LLC	LIP PIC	03/27/2018	Pending	87/851,709 (ITU)
Centric Brands Holding LLC	LUIGI FRANCONI	06/16/2015	Registered	4,755,774
Centric Brands Holding LLC	NAIL TREND	09/09/2014	Registered	4,602,751
Centric Brands Holding LLC	RUN PROOF	05/08/2018	Pending	87/912,209 (ITU)
Centric Brands Holding LLC	RUN PROOF	05/08/2018	Pending	87/912,217 (ITU)
Centric Brands Holding LLC	SPORT ESSENTIALS	10/15/2013	Registered	4,419,393
Centric Brands Holding LLC	STRADA	03/11/1997	Registered	2,044,557
Centric Brands Holding LLC	THE COAST IS CLEAR	08/13/2013	Registered	4,384,496
Centric Brands Holding LLC	TREVISIO	03/20/2012	Registered	4,113,740
Centric Brands Holding LLC	TT	10/11/2011	Registered	4,038,775
Centric Brands Holding LLC	UP-LATE	02/24/2009	Registered	3,580,178
Centric Brands Holding LLC	AVIREX	08/21/1984	Registered	1,291,156
Centric Brands Holding LLC	AVIREX	07/28/1998	Registered	2,176,570
Centric Brands Holding LLC	AVIREX	10/27/1998	Registered	2,199,758
Centric Brands Holding LLC	AVIREX	03/23/2010	Registered	3,764,733