

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOLYN CLOTHING COMPANY, LLC		12/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK, AS AGENT		
Street Address:	135 N. LOS ROBLES AVENUE		
Internal Address:	3RD FLOOR		
City:	PASADENA		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5307785	DRYLAND	
Registration Number:	4440049	JOLYN	
Registration Number:	5146260	JOLYN	
Registration Number:	5146259	JOLYN	
Registration Number:	4262130	JOLYN SWIMWEAR & CLOTHING CO.	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			
Phone:	312-577-8446		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	VICKIE LEE c/o KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 W. MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	VICKIE LEE		
SIGNATURE:	/VICKIE LEE/		
DATE SIGNED:	12/07/2018		

CH \$140.00 5307785

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of **December 7, 2018** (the “**Effective Date**”) by and between Jolyn Clothing Company, LLC, a Delaware limited liability company (the “**Grantor**”) and East West Bank for the benefit of the Lenders from time to time party to the Credit Agreement (in such capacity, the “**Agent**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Security Agreement, dated as of December 7, 2018 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), between the Grantor, Jolyn Clothing Holding Company, LLC, a Delaware limited liability company, and the Agent and that certain Credit Agreement, dated as of December 7, 2018 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), between the Grantor, the several banks and other lenders from time to time party thereto (the “**Lenders**”), and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

- (1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, trade styles, trade secrets, designs, logos and other source or business identifiers which are used in the United States, including the trademark registrations and applications listed on Schedule 1; (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof; (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto

throughout the world, and (5) renewals and proceeds of any of the foregoing (collectively, the “**Trademarks**”).

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


JOLYN CLOTHING COMPANY, LLC,
a Delaware limited liability company

By: 

Name: Z. Anthony Ekmekjian


Title: Vice President

EAST WEST BANK, as Agent

By: 

Trademark Security Agreement

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Owner Name	Mark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
Jolyn Clothing Company, LLC	DRYLAND	USA	Registered	87104513	14-Jul-16	5307785	10-Oct-17
Jolyn Clothing Company, LLC	JOLYN	USA	Registered	85906199	16-Apr-13	4440049	26-Nov-13
Jolyn Clothing Company, LLC	JOLYN	USA	Registered	87104292	14-Jul-16	5146260	21-Feb-17
Jolyn Clothing Company, LLC	JOLYN	USA	Registered	87104289	14-Jul-16	5146259	21-Feb-17
Jolyn Clothing Company, LLC		USA	Registered	85371263	14-Jul-11	4262130	18-Dec-12