

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502063

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eastern Pacific Apparel, Inc.		09/21/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sterling Business Credit, LLC		
<b>Street Address:</b>	8401 NORTH CENTRAL EXPRESSWAY		
<b>Internal Address:</b>	SUITE 600		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5381736	EP NEW YORK	
<b>Registration Number:</b>	5381737	EP NEW YORK	
<b>Registration Number:</b>	5381738	EP NEW YORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8043447999		
<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>			
<b>Phone:</b>	804-788-8331		
<b>Email:</b>	HWITM@HuntonAK.com		
<b>Correspondent Name:</b>	Stephen Demm, Hunton Andrews Kurth LLP		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	078095.0000014		
<b>NAME OF SUBMITTER:</b>	Stephen P. Demm		
<b>SIGNATURE:</b>	/Stephen P. Demm/		
<b>DATE SIGNED:</b>	12/14/2018		
<b>Total Attachments: 3</b>			
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TRADEMARK SECURITY AGREEMENT

September 21, 2018

WHEREAS, EASTERN PACIFIC APPAREL, INC. ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain of its affiliates and Sterling Business Credit, LLC ("Secured Party") have entered into that certain Amended and Restated Loan and Security Agreement dated as of July 31, 2017 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

GRANTOR:

EASTERN PACIFIC APPAREL, INC.

By: 

Name: Chadwick F. Delp

Title: President

SECURED PARTY:




STERLING BUSINESS CREDIT, LLC

By: 

Name: Laurel Varney

Title: Senior Portfolio Manager, SVP

Schedule 1  
to Trademark  
Security Agreement

Mark	Owner	Serial or Reg. No.
EP NEW YORK  	EASTERN PACIFIC APPAREL, INC.	5381736
EP NEW YORK  	EASTERN PACIFIC APPAREL, INC.	5381738
EP NEW YORK  	EASTERN PACIFIC APPAREL, INC.	5381737