

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520819

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| John Varvatos Apparel Corp. | | 04/22/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Lion/Hendrix Cayman Limited | | |
| Street Address: | 69 Dr. Roy's Drive | | |
| Internal Address: | P.O. Box 2510 | | |
| City: | Grand Cayman | | |
| State/Country: | CAYMAN ISLANDS | | |
| Postal Code: | KY1-1104 | | |
| Entity Type: | Exempted Limited Company: CAYMAN ISLANDS | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4973402 | | |
| Serial Number: | 87144743 | JOHN VARVATOS | |
| Serial Number: | 87268329 | BOOTLEG JOHN VARVATOS | |
| Serial Number: | 86981000 | JOHN VARVATOS RECORDS | |
| Serial Number: | 87043693 | JOHN VARVATOS | |
| Serial Number: | 86212185 | JOHN VARVATOS RECORDS | |
| Serial Number: | 88058188 | JVXNJ | |
| Serial Number: | 86282577 | PEACE ROCKS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2029567069 | | |
| <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: | 2029567685 | | |
| Email: | carrierr@sullcrom.com | | |
| Correspondent Name: | Rita M. Carrier | | |
| Address Line 1: | 1700 New York Avenue N.W. | | |
| Address Line 2: | Suite 700 | | |
| Address Line 4: | Washington, D.C. 20006 | | |
| NAME OF SUBMITTER: | Rita M. Carrier | | |

OP \$215.00 4973402

| | |
|---|-------------------|
| SIGNATURE: | /Rita M. Carrier/ |
| DATE SIGNED: | 04/25/2019 |
| Total Attachments: 3 source=Supplement to Tradeamagr Security Agreement.pdf#page1.tif source=Supplement to Tradeamagr Security Agreement.pdf#page2.tif source=Supplement to Tradeamagr Security Agreement.pdf#page3.tif | |

First Supplement to the Trademark Security Agreement

This **Supplement to the Trademark Security Agreement**, dated as of April 22, 2019 (the "Grant"), is made by John Varvatos Apparel Corp., a Delaware corporation ("JVA"), in favor of Lion/Hendrix Cayman Limited, a Cayman Islands exempted limited company, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Grantee").

W I T N E S S E T H:

WHEREAS, JVA executed and delivered a Trademark Security Agreement dated December 18, 2015 and recorded on December 21, 2015 at Reel 005693 (as amended of record from time to time, hereinafter, the "Original Grant") in favor of the Grantee, pursuant to which JVA pledged, assigned and granted a security interest in certain Trademarks (as defined therein);

WHEREAS, JVA entered into that certain (i) Amended and Restated Tranche A Joint and Several Non-Negotiable Promissory Note dated April 22, 2019, (ii) Amended and Restated Tranche B Joint and Several Non-Negotiable Promissory Note dated April 22, 2019, (iii) the Amended and Restated Tranche C Joint and Several Non-Negotiable Promissory Note, dated as of April 22, 2019 and (iv) the Amended and Restated Tranche C-1 Joint and Several Non-Negotiable Promissory Note, dated as of April 22, 2019 (collectively, and as each may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Notes"), which collectively restated and replaced the Security Agreement, dated as of December 18, 2015, by JVA, John Varvatos Enterprises, Inc. and Lion/Hendrix Cayman in favor of Grantee; and

WHEREAS, JVA has developed additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Grantee.

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Credit Parties, to execute, deliver and perform the Subordinated Obligations, JVA hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Original Grant.

SECTION 2. Supplement to Schedule A. Schedule I to the Original Grant is hereby supplemented, but not replaced, by Schedule I-A annexed hereto.

SECTION 3. Miscellaneous:

a. All references to the "Security Agreement" in the Original Grant shall be replaced by references to the Notes.

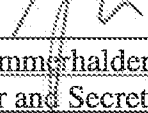
b. Except as provided herein, all terms and conditions of the Original Grant remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.

c. This Grant and the Original Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this grant as of the date
above first written.

**JOHN VARVATOS APPAREL CORP., as a
Grantor**

By: 
Name: Guy Sommschalder
Title: Treasurer and Secretary

SCHEDULE I-A

to

TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

| Trademark | Record Owner | Country | App. No. | App. Date | Reg. No | Reg. Date | Status | Class |
|---------------------------|----------------------------|--------------------------|------------|------------|---------|------------|------------|-------------|
| Design Only (3 Star Logo) | John Varvatos Apparel Corp | United States of America | 85/710,443 | 08/22/2012 | 4973402 | 06/07/2016 | Registered | 25 |
| JOHN VARVATOS | John Varvatos Apparel Corp | United States of America | 87/144,743 | 08/19/2016 | | | Allowed | 24 27 |
| BOOTLEG JOHN VARVATOS | John Varvatos Apparel Corp | United States of America | 87/268,329 | 12/14/2016 | | | Allowed | 18 25 35 |
| JOHN VARVATOS RECORDS | John Varvatos Apparel Corp | United States of America | 86/981,000 | 03/05/2014 | 5121246 | 01/10/2017 | Registered | 9 41 |
| JOHN VARVATOS | John Varvatos Apparel Corp | United States of America | 87/043,693 | 05/19/2016 | 5216545 | 06/06/2017 | Registered | 14 |
| JOHN VARVATOS RECORDS | John Varvatos Apparel Corp | United States of America | 86/212,185 | 03/05/2014 | 5503274 | 06/26/2018 | Registered | 41 9 |
| JVXNJ | John Varvatos Apparel Corp | United States of America | 88/058,188 | 7/30/2018 | | | Pending | 3 35 |
| PEACE ROCKS | John Varvatos Apparel Corp | United States of America | 86/282,577 | 05/15/2014 | | | Allowed | 35 |