

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529696

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Amendment to Patent and Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Paige, LLC	FORMERLY Premium Denim, LLC	06/14/2019	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Bank National Association
<b>Street Address:</b>	One US Bank Plaza, 12th Floor
<b>Internal Address:</b>	Mail Code SL-MO-T12M
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63101
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4128766	PAIGE
Registration Number:	5523189	PAIGE
Registration Number:	3679774	PPD
Registration Number:	3702471	
Registration Number:	3566793	PAIGE
Registration Number:	3495555	PAIGE PREMIUM DENIM
Registration Number:	5682917	PAIGE
Registration Number:	4898947	PAIGE
Registration Number:	3671082	
Registration Number:	3773668	
Registration Number:	4459362	UUUUUUUUUU
Registration Number:	3331033	HOLLYWOOD HILLS
Registration Number:	3328000	PPD
Registration Number:	4046193	PAIGE
Registration Number:	3308211	PAIGE
Registration Number:	3301653	PAIGE PREMIUM DENIM
Registration Number:	5077242	LAUREL CANYON
Registration Number:	4237703	PAIGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4289790	PAIGE DENIM CO. LOS ANGELES
Registration Number:	4265350	· PAIGE · LOS ANGELES
Serial Number:	87007878	PAIGE
Serial Number:	87008308	PAIGE ADAMS-GELLER
Serial Number:	88196083	PAIGE
Serial Number:	87555565	PAIGE

**CORRESPONDENCE DATA**

Fax Number: 3146673633  
*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: 314-552-6000  
Email: ipdocket@thompsoncoburn.com  
Correspondent Name: Jennifer A. Visintine  
Address Line 1: One US Bank Plaza  
Address Line 2: Thompson Coburn LLP  
Address Line 4: St. Louis, MISSOURI 63101

<b>NAME OF SUBMITTER:</b>	Jennifer A. Visintine
<b>SIGNATURE:</b>	/jav/
<b>DATE SIGNED:</b>	06/28/2019

**Total Attachments: 9**  
source=Second Amendment to Patent and Trademark#page1.tif  
source=Second Amendment to Patent and Trademark#page2.tif  
source=Second Amendment to Patent and Trademark#page3.tif  
source=Second Amendment to Patent and Trademark#page4.tif  
source=Second Amendment to Patent and Trademark#page5.tif  
source=Second Amendment to Patent and Trademark#page6.tif  
source=Second Amendment to Patent and Trademark#page7.tif  
source=Second Amendment to Patent and Trademark#page8.tif  
source=Second Amendment to Patent and Trademark#page9.tif

**SECOND AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT**

This Second Amendment to Patent and Trademark Security Agreement (this "Amendment") is made as of the 14th day of June, 2019, by and between PAIGE, LLC, a California limited liability company, formerly known as Premium Denim, LLC ("Debtor"), and U.S. BANK NATIONAL ASSOCIATION, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, for the benefit of the Senior Secured Creditors under and as defined in the Loan Agreement dated as of June 30, 2015, by and among the Debtor, the Lenders from time to time party thereto and U.S. Bank National Association, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, as the same may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Loan Agreement.

WITNESSETH:

WHEREAS, Debtor heretofore executed in favor of the Administrative Agent for the benefit of the Senior Secured Creditors that certain Patent and Trademark Security Agreement dated as of July 13, 2012 which was recorded in the United States Patent and Trademark Office on July 18, 2012 at Reel/Frame 4824/0365, as previously amended by a certain Amendment to Patent and Trademark Security Agreement dated as of August 30, 2013, which was recorded in the United States Patent and Trademark Office on September 26, 2013, at Reel/Frame 5118/0147 made by and between the Debtor and the Administrative Agent for the benefit of the Senior Secured Creditors (as so amended, the "Patent and Trademark Security Agreement"); and

WHEREAS, Debtor has registered additional trademarks and filed additional trademark applications with the USPTO, and Debtor and the Administrative Agent desire to amend the Patent and Trademark Security Agreement to include such trademarks and trademark applications on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above stated premises and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Schedule C to the Patent and Trademark Security Agreement (U.S. Registered Trademarks) is hereby deleted in its entirety, and Schedule C attached to this Amendment is hereby substituted in lieu thereof.

2. Schedule D to the Patent and Trademark Security Agreement (U.S. Applications for Trademark Registration) is hereby deleted in its entirety, and Schedule D attached to this Amendment is hereby substituted in lieu thereof.

3. All references in the Patent and Trademark Security Agreement to "Schedule C," "Schedule D" and any other references of similar import shall henceforth mean and refer to Schedule C and Schedule D as amended by this Amendment, and all references in the Patent and Trademark Security Agreement to the Trademarks and Trademark applications of Debtor shall be amended to include the Trademarks and Trademark applications on Schedule C and Schedule D, respectively. For value received, Debtor hereby grants to the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and Lien on all of Borrower's right, title and interest in, to and under the above-referenced Trademarks and Trademark applications on the same terms and subject to the same covenants and conditions as set forth in the Patent and Trademark Security Agreement.

4. The Patent and Trademark Security Agreement, as hereby amended, shall continue to secure the Secured Obligations (as defined therein and as amended herein), including, without limitation all of Borrower's Obligations as defined in the Loan Agreement. Upon the occurrence of an Event of Default, as defined in the Loan Agreement, Lender shall be entitled to and may exercise all rights and remedies under the Patent and Trademark Security Agreement and as otherwise provided by law, including without limitation, acceleration of all principal and interest outstanding under any of the Secured Obligations and foreclosure of the Collateral described therein.

5. Debtor hereby represents and warrants to Administrative Agent that:

(a) the execution, delivery and performance by Debtor of this Amendment are within the limited liability company powers of Debtor, have been duly authorized by all necessary limited liability company action and require no action by or in respect of, filing with or consent of any governmental or regulatory body, instrumentality, authority, agency or official or any other person or entity. The execution, delivery and performance by Debtor of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, and Debtor is not now in default under or in violation of, the terms of the Organizational Documents of Debtor, as amended, any applicable law, rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory body, instrumentality, authority, agency or official or any agreement, document or instrument to which Debtor is a party or by which Debtor or any of its property or assets is bound or to which Debtor or any of its property or assets is subject;

(b) this Amendment has been duly executed and delivered by Debtor and constitutes the legal, valid and binding obligation of Debtor enforceable in accordance with its terms, except as such enforceability may be limited by (i) Debtor Relief Laws and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and

(c) as of the date of this Amendment, all of the covenants, representations and warranties of Debtor set forth in the Patent and Trademark Security Agreement are true and correct in all material respects and no "Event of Default" (as defined therein) under or within the meaning of the Patent and Trademark Security Agreement has occurred and is continuing.

6. Except to the extent amended by this Amendment, all of the terms, provisions, conditions, agreements, covenants, representations, warranties and powers contained in the Patent and Trademark Security Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

7. All references in the Patent and Trademark Security Agreement to "this Patent and Trademark Security Agreement" and any other references of similar import shall henceforth mean the Patent and Trademark Security Agreement as amended by this Amendment.

8. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign, transfer or delegate any of its rights or obligations under the Patent, Trademark and License Security Agreement as amended by this Amendment.

9. This Amendment shall be governed by and construed in accordance with the substantive laws of the State of New York (without reference to conflict of law principles).

10. In the event of any inconsistency or conflict between this Amendment and the Patent and Trademark Security Agreement, the terms, provisions and conditions contained in this Amendment shall govern and control.

*Signature page follows*

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

PAIGE, LLC

By: 

Name: Walter Lacher

Title: Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION, as  
the Swing Line Lender, the L/C Issuer  
and the Administrative Agent

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

Name: Jeri Caudle

Title: Vice President

TRADEMARK

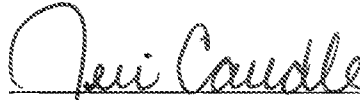
REEL: 006680 FRAME: 0949

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

PAIGE, LLC

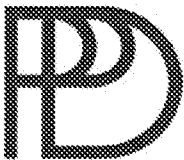
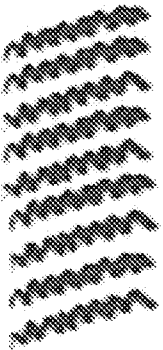


By: \_\_\_\_\_  
Name: Walter Lacher  
Title: Chief Financial Officer and Treasurer



U.S. BANK NATIONAL ASSOCIATION, as  
the Swing Line Lender, the L/C Issuer  
and the Administrative Agent

By:  \_\_\_\_\_  
Name: Jeri Caudle  
Title: Vice President

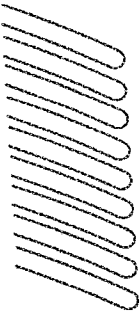
Schedule C



U.S. Registered Trademarks

Trademark	Status	Goods/Services	Reg. No.
PAIGE	REGISTERED	SHORTS	4128766
PAIGE	REGISTERED		5523189
	REGISTERED	JEANS	3679774
	REGISTERED	CLOTHING AND ACTIVE WEAR, NAMELY, BLOUSES, BOTTOMS, DRESSES, JACKETS, JEANS, PANTS, SHIRTS, SHORTS, SKIRTS, VESTS, TANK TOPS, TOPS	3702471
	REGISTERED	JEANS; SHORTS; SKIRTS; SHIRTS	3566793
	REGISTERED	JEANS	3495555

Trademark	Status	Goods/Services	Reg. No.
PAIGE	REGISTERED		5682917
PAIGE	REGISTERED		4898947
	REGISTERED	CLOTHING AND ACTIVE WEAR, NAMELY, BLOUSES, DRESSES, JACKETS, JEANS, PANTS, SHIRTS, SHORTS, SKIRTS, TANK TOPS, TOPS	3671082
	REGISTERED	CLOTHING AND ACTIVE WEAR, NAMELY, BLOUSES, BOTTOMS, DRESSES, JACKETS, JEANS, PANTS, SHIRTS, SHORTS, SKIRTS, TOPS	3773668



Trademark	Status	Goods/Services	Reg. No.
	REGISTERED	BOTTOMS; JEANS; PANTS; SHORTS	4459362
HOLLYWOOD HILLS	REGISTERED	CLOTHING, NAMELY JEANS, PANTS, OVERALLS	3331033
PPD	REGISTERED	CLOTHING, NAMELY, JEANS, PANTS, OVERALLS, SWEATPANTS, LEGGINGS, SKIRTS, DRESSES, SHIRTS, T-SHIRTS, VESTS, SWEATSHIRTS, TANK TOPS, JACKETS, COATS, SWEATERS, OVERCOATS, BATHING TRUNKS, BATHING SUITS, UNDERWEAR, LOUNGEWEAR, SLEEPWEAR, SCARVES, BELTS; HEADWEAR, NAMELY, HATS, CAPS, AND VISORS; FOOTWEAR, NAMELY, SOCKS AND SHOES	3328000
PAIGE	REGISTERED	CLOTHING, NAMELY, JEANS, PANTS, LEGGINGS, SKIRTS, DRESSES, SHIRTS, T-SHIRTS, TANK TOPS, JACKETS	4046193
PAIGE	REGISTERED	SATCHELS	3308211
PAIGE PREMIUM DENIM	REGISTERED	CLOTHING, NAMELY JEANS, PANTS, OVERALLS, SKIRTS, DRESSES, SHIRTS, T-SHIRTS, VESTS, JACKETS, COATS, UNDERWEAR, LOUNGEWEAR, SLEEPWEAR, SCARVES, BELTS, ALL OF THE FOREGOING OF DENIM; HEADWEAR, NAMELY HATS, CAPS, AND VISORS, ALL OF THE FOREGOING OF DENIM	3301653
LAUREL CANYON	REGISTERED	CLOTHING, NAMELY, JEANS AND PANTS	5077242

Trademark	Status	Goods/Services	Reg. No.
PAIGE	REGISTERED	SHOES	4237703
	REGISTERED	CLOTHING AND APPAREL MADE IN WHOLE OR PART OF DENIM, NAMELY, JEANS; PANTS, BOTTOMS, SHORTS, TOPS, JACKETS	4289790
	REGISTERED	CLOTHING AND APPAREL, NAMELY, JEANS; PANTS, BOTTOMS, SHORTS, TOPS, JACKETS	4265350

Schedule D

U.S. Applications for Trademark Registration

Trademark	Status	Goods/Services	Appl. No.
PAIGE	PENDING Intent to Use		87/007878
PAIGE ADAMS- GELLER	PENDING Intent to Use		87/008308
PAIGE	PENDING Intent to Use		88/196083
PAIGE	PENDING Intent to Use		87/555565