

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Alliance USA, Inc.		07/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Ass'n, as Collateral Agent		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Association: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	73444268	DONNKENNY	
Serial Number:	72132858	DONNKENNY	
Serial Number:	71481889	DONNKENNY	
CORRESPONDENCE DATA			
Fax Number:	8662271809		
<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:	800-927-9801 x62348		
Email:	pagodoa@gmail.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	831749-20		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	07/03/2019		
Total Attachments: 10			
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 3, 2019, among GBG USA INC., JIMLAR CORPORATION, PACIFIC ALLIANCE USA, INC., and GBG SEAN JOHN LLC (each of the foregoing, a “Grantor”, and collectively, “Grantors”), and HSBC BANK USA, NATIONAL ASSOCIATION, as collateral agent for the First Lien Secured Parties (in such capacity, the “First Lien Collateral Agent”).

RECITALS

- (A) GBG USA INC., a Delaware corporation (“Borrower”), GLOBAL BRANDS GROUP HOLDING LTD., an exempted company organized and existing under the laws of Bermuda (“Guarantor”), the financial institutions party thereto as lenders (each individually referred to as a “First Lien Lender” and collectively as “First Lien Lenders”), HSBC BANK USA, NATIONAL ASSOCIATION, as agent for the First Lien Lenders (in such capacity, the “Administrative Agent”), the First Lien Collateral Agent and the other parties thereto are parties to a Credit Agreement dated as of October 29, 2018 (as amended by that certain amendment agreement dated March 14, 2019, as further amended by the waiver thereto dated April 3, 2019, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).
- (B) Grantors are party to a First Lien Pledge and Security Agreement, dated as of July 3, 2019, in favor of the First Lien Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “First Lien Pledge and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the First Lien Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the First Lien Pledge and Security Agreement and used herein have the meaning given to them in the First Lien Pledge and Security Agreement.

Section 2 Grant of First Lien Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all First Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the First Lien Collateral Agent, for its benefit and for the benefit of the First Lien Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“Intellectual Property Collateral” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights, including those referred to on Schedule I hereto;
- (b) all Patents, including those referred to on Schedule II hereto;
- (c) all Trademarks, including those referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all Intellectual Property Licenses to which such Grantor is a party;

- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include, and no Grantor will be deemed to have granted, a First Lien Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 First Lien Pledge and 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 pursuant to the First Lien Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the First Lien Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the First Lien Pledge and Security Agreement, the First Lien Pledge and Security Agreement shall control.

Section 5 Governing Law

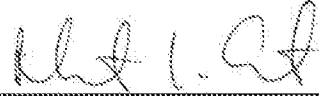
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING Error! Reference source not found.-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, each Grantor has caused this First Lien Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

GBG USA INC.,

as Grantor

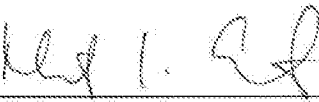
By: 

Name: Robert K. Smits

Title: EVP and Secretary

PACIFIC ALLIANCE USA, INC.,

as Grantor

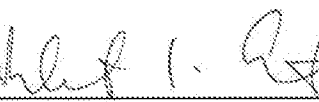
By: 

Name: Robert K. Smits

Title: EVP and Secretary

GBG SEAN JOHN LLC,

as Grantor

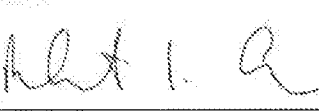
By: 

Name: Robert K. Smits

Title: EVP and Secretary

JIMLAR CORPORATION,

as Grantor

By: 

Name: Robert K. Smits

Title: EVP and Secretary

ACCEPTED AND AGREED:

HSBC BANK USA, NATIONAL ASSOCIATION,

as First Lien Collateral Agent

By: 
Name: Michael C. Kelly
Title: VP

**SCHEDULE I TO THE FIRST LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

COPYRIGHT REGISTRATIONS

Copyrights

Grantor	Title	Reg. No. or Appln. No.	Date
N/A			

**SCHEDULE II TO THE FIRST LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

PATENT REGISTRATIONS

Patents

Grantor	Title	Reg. No. or Appln. No.	Date
N/A			

**SCHEDULE III TO THE FIRST LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

TRADEMARK REGISTRATIONS

Trademarks

Grantor	Mark	Reg. No. or Appln. No.	Date
GBG Sean John LLC	3AM	86/220,245	08/11/2015
GBG Sean John LLC	3AM ANYTHING CAN HAPPEN	86/512,887	05/03/2016
GBG Sean John LLC	Bottle Design I	77/424,505	03/30/2010
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	E EMMA JAMES (stylized)	75/977,252	10/06/1998
GBG Sean John LLC	EE ENYCE Design III	86/624,009	05/29/2018
GBG Sean John LLC	EE ENYCE Design III Dotted	86/624,017	01/02/2018
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	EMMA JAMES	75/978,969	04/25/2000
GBG Sean John LLC	ENYCE	77/820,299	11/19/2013
GBG Sean John LLC	ENYCE	86/581,144	05/31/2016
GBG Sean John LLC	ENYCE	78/977,198	09/12/2006
GBG Sean John LLC	ENYCE	75/976,355	09/02/1997
GBG Sean John LLC	ENYCE SPORT and Design	85/411,858	06/30/2015
GBG Sean John LLC	ENYCE Stacked Design	77/831,481	11/12/2013
GBG Sean John LLC	ENYCE Stacked Design	77/982,760	01/17/2012
GBG USA Inc.	GLOBAL BRANDS GROUP & Design	86/449,519	10/18/2016
GBG Sean John LLC	I AM KING	77/370,526	05/04/2010
GBG Sean John LLC	I AM KING	77/976,479	03/03/2009

GBG Sean John LLC	I AM KING OF MIAMI	85/031,483	07/24/2012
GBG Sean John LLC	I AM KING SEAN JOHN	77/368,603	05/04/2010
GBG Sean John LLC	I AM KING SEAN JOHN	77/976,485	03/03/2009
Jimlar Corporation	POLYSTRIDE	85/520,489	04/22/2014
Jimlar Corporation	RJ COLT	77/570,304	06/09/2009
Jimlar Corporation	RJ COLT & Design	74/061,380	06/23/1998
GBG Sean John LLC	SEAN JOHN	77/435,986	09/12/2017
GBG Sean John LLC	SEAN JOHN	75/561,843	10/28/2003
GBG Sean John LLC	SEAN JOHN	75/979,813	07/03/2001
GBG Sean John LLC	SEAN JOHN	78/235,399	04/29/2008
GBG Sean John LLC	SEAN JOHN	78/977,399	10/17/2006
GBG Sean John LLC	SEAN JOHN	78/979,148	11/20/2007
GBG Sean John LLC	SEAN JOHN	77/435,986	09/12/2017
GBG Sean John LLC	SEAN JOHN	77/627,566	01/05/2010
GBG Sean John LLC	SEAN JOHN (Stylized Signature I)	75/979,883	11/28/2000
GBG Sean John LLC	SEAN JOHN (Stylized Signature II)	86/801,982	08/15/2017
GBG Sean John LLC	SEAN JOHN (Stylized Signature II)	78/977,506	10/24/2006
GBG Sean John LLC	SJ and Design	78/694,668	08/28/2007
GBG Sean John LLC	SJ DREAM BIG	86/636,585	05/20/2015 ¹
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	TAPEMEASURE	73/725,055	11/29/1988
GBG Sean John LLC	UNFORGIVABLE	78/641,212	10/23/2007
GBG Sean John LLC	UNFORGIVABLE	78/978,810	09/18/2007
GBG USA INC.	Global Brands Group	86/779519	10/18/2016

¹ Note to Draft: Date refers to filing date for pending application.

PACIFIC ALLIANCE USA, INC.	donnkenny	73/444268	04/02/1985
PACIFIC ALLIANCE USA, INC.	donnkenny	72/132858	04/23/1963
PACIFIC ALLIANCE USA, INC.	donnkenny	71/481889	10/16/1945
JIMLAR CORPORATION	RJ Colt	77/570304	06/09/2009
JIMLAR CORPORATION	RJC	76/176096	08/20/2002
JIMLAR CORPORATION	Built for Life	74/368037	12/27/1994
JIMLAR CORPORATION	Nothing Tougher	74/368039	04/23/1996
JIMLAR CORPORATION	Real Waterproof	75/308449	09/29/1998
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	E Emma James	75977252	10/06/1998
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	Emma James	75978969	04/25/2000
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	Intuitions	74419692	12/10/1996
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	Tapemeasure	73725055	11/29/1988
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	JH Collectibles	73449460	04/09/1985
GBG USA Inc. (f/k/a The Millwork Trading	COS COB	72251945	05/25/1967

Co., Ltd. D/B/A Li & Fung USA)			
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