

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM532011

<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>
WH BUYER, LLC		07/16/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OBSIDIAN AGENCY SERVICES, INC., AS COLLATERAL AGENT		
<b>Street Address:</b>	C/O TENNENBAUM CAPITAL PARTNERS, LLC, 2951 28TH ST.		
<b>Internal Address:</b>	SUITE 1000		
<b>City:</b>	SANTA MONICA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3111522	AK ANNE KLEIN	
Registration Number:	3111519	AK ANNE KLEIN SPORT	
Registration Number:	5031901	AK ANNE KLEIN SPORT	
Registration Number:	3111518	AK ANNE KLEIN SPORT	
Registration Number:	5031900	AK ANNE KLEIN SPORT	
Registration Number:	1006943	ANNE KLEIN	
Registration Number:	1016890	ANNE KLEIN	
Registration Number:	1052858	ANNE KLEIN	
Registration Number:	1046318	ANNE KLEIN	
Registration Number:	1613344	ANNE KLEIN	
Registration Number:	1049090	ANNE KLEIN	
Registration Number:	1074926	ANNE KLEIN	
Registration Number:	1738435	ANNE KLEIN	
Registration Number:	3304360	ANNE KLEIN	
Registration Number:	5691913	ANNE KLEIN	
Registration Number:	5514018	ANNE KLEIN NEW YORK	
Registration Number:	4423731	IFLEX	
Registration Number:	1016891		
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	1032219	
Registration Number:	1016971	
Registration Number:	1052859	
Registration Number:	1046317	
Registration Number:	1050741	
Registration Number:	1074925	
Registration Number:	3593137	

#### CORRESPONDENCE DATA

**Fax Number:** 3129021061

*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:** 312-577-8208

**Email:** alana.hernandez@kattenlaw.com

**Correspondent Name:** ALANA HERNANDEZ C/O KATTEN MUCHIN

**Address Line 1:** 525 W. MONROE STREET

**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	ALANA HERNANDEZ
<b>SIGNATURE:</b>	/ALANA HERNANDEZ/
<b>DATE SIGNED:</b>	07/16/2019

#### Total Attachments: 11

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is made this 16th day of July, 2019, among the Grantors listed on the signature pages hereof (“Grantors” and each, a “Grantor”), and Obsidian Agency Services, Inc., in its capacity as Collateral Agent for the benefit of the Secured Creditors.

### WITNESSETH:

**WHEREAS**, pursuant to that certain Term Loan Credit Agreement, dated as of July 16, 2019 (as amended, restated, amended and restated, amended and extended, supplemented, modified, restructured, replaced or refinanced from time to time, the “Credit Agreement”), by and among WH Intermediate, LLC, a Delaware limited liability company (“Holdings”), WH Buyer, LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto from time to time, Collateral Agent, Cortland Capital Market Services LLC, as Administrative Agent (together with the Lenders and the Collateral Agent, the “Lender Creditors”), the Lender Creditors have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Credit Parties may enter into (or be a party to) one or more secured Hedging Agreements with a Hedging Creditor (the Hedging Creditors and the Lending Creditors are herein called the “Secured Creditors”);

**WHEREAS**, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to Borrower as provided for in the Credit Agreement, the Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of July 16, 2019 among the Grantors and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement;

**NOW, THEREFORE**, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement, and to the extent that any capitalized terms are not defined herein or in the Security Agreement, such terms shall have the respective meanings assigned to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in such Grantor’s right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(a) subject to Section 2(B)(iv) of the Security Agreement, all of its trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, and all registrations and registration applications for any of the foregoing, including (i) those marks listed on Schedule I; (ii) all renewals of registrations thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements and dilutions and other violations thereof, (iv) the right to sue for past, present and future infringements and dilutions and other violations thereof, (v) the goodwill of each Grantor's rights corresponding thereto throughout the world, and (vi) all of each Grantor's rights corresponding thereto throughout the world; and

(b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation, dilution and/or other violation of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent or any Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new Trademarks, applications for registration of any Trademarks, or renewal or extension of any registration of any Trademarks after the date hereof as required by the Security Agreement. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Collateral Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures

delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

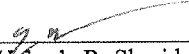
8. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. CONSTRUCTION. Section 1.02 of the Credit Agreement (*Other Definitional and Interpretive Provisions*) is hereby incorporated by this reference, *mutatis mutandis*.

[Signature Pages Follow.]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**WH BUYER, LLC**, as Grantor

By:   
Name: ~~Yehuda R. Shmidman~~  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement]*

**ACCEPTED AND ACKNOWLEDGED BY:**

**OBSIDIAN AGENCY SERVICES, INC.,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: Howard Levkowitz  
Title: Duly Authorized Signatory

*[Signature Page to Trademark Security Agreement]*



**TRADEMARK**  
**REEL: 006694 FRAME: 0484**

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

*Trademark Registrations/Applications*

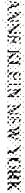




(See Attached.)

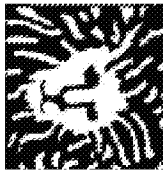


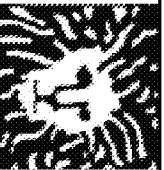
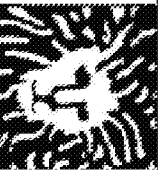


Country	Trademark	Trademark design/logo	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Owner
United States of America	AK ANNE KLEIN	AK ANNE KL	Registered	78/580,195	Mar 4 2005	3,111,522	Jul 4 2006	25	WH Buyer, LLC
United States of America	AK ANNE KLEIN SPORT	AK ANNE KJ SPORT	Registered	78579712	Mar 3 2005	3111519	Jul 4 2006	25	WH Buyer, LLC
United States of America	AK ANNE KLEIN SPORT	AK ANNE KLEIN	Registered	86889295	Jan 28 2016	5,031,901	Aug 30 2016	25	WH Buyer, LLC
United States of America	AK ANNE KLEIN SPORT (Stylized)		Registered	78/579,672	Mar 3 2005	3,111,518	Jul 4 2006	25	WH Buyer, LLC
United States of America	AK ANNE KLEIN SPORT (Stylized)		Registered	86889289	Jan 28 2016	5,031,900	Aug 30 2016	25	WH Buyer, LLC

<i>Country</i>	<i>Trademark</i>	<i>Trademark design/logo</i>	<i>Status</i>	<i>App. No.</i>	<i>App. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Class(es)</i>	<i>Owner</i>
United States of America	ANNE KLEIN		Registered	73/010,286	Jan 7 1974	1,006,943	Mar 18 1975	25	WH Buyer, LLC
United States of America	ANNE KLEIN		Registered	73/010,287	Jan 7 1974	1,016,890	Jul 29 1975	18	WH Buyer, LLC
United States of America	ANNE KLEIN		Registered	73/067,915	Nov 4 1975	1,052,858	Nov 16 1976	18	WH Buyer, LLC
United States of America	ANNE KLEIN		Registered	73/071,003	Dec 5 1975	1,046,318	Aug 17 1976	14	WH Buyer, LLC
United States of America	ANNE KLEIN		Registered	73/832,180	Oct 18 1989	1,613,344	Sep 11 1990	42	WH Buyer, LLC

<i>Country</i>	<i>Trademark</i>	<i>Trademark design/logo</i>	<i>Status</i>	<i>App. No.</i>	<i>App. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Class(es)</i>	<i>Owner</i>
United States of America	ANNE KLEIN		Registered	73079994	Mar 11 1976	1049090	Sep 28 1976	25	WH Buyer, LLC
United States of America	ANNE KLEIN		Registered	73113083	Jan 19 1977	1074926	Oct 11 1977	9	WH Buyer, LLC
United States of America	ANNE KLEIN		Registered	74267038	Apr 20 1992	1738435	Dec 8 1992	25	WH Buyer, LLC
United States of America	ANNE KLEIN	ANNE KLEIN	Registered	78807945	Feb 6 2006	3304360	Oct 2 2007	14	WH Buyer, LLC
United States of America	ANNE KLEIN		Registered	88165526	Oct 23 2018	5691913	Mar 5 2019	9	WH Buyer, LLC

<i>Country</i>	<i>Trademark</i>	<i>Trademark design/logo</i>	<i>Status</i>	<i>App. No.</i>	<i>App. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Class(es)</i>	<i>Owner</i>
United States of America	ANNE KLEIN NEW YORK		Registered	86459893	Nov 20 2014	5514018	Jul 10 2018	14	WH Buyer, LLC
United States of America	IFLEX		Registered	85/323,641	May 18 2011	4,423,731	Oct 29 2013	25	WH Buyer, LLC
United States of America	Lion Head Design		Registered	73/029,039	Aug 9 1974	1,016,891	Jul 29 1975	18	WH Buyer, LLC
United States of America	Lion Head Design		Registered	73/029,041	Aug 9 1974	1,032,219	Feb 3 1976	14	WH Buyer, LLC
United States of America	Lion Head Design		Registered	73029040	Aug 9 1974	1016971	Jul 29 1975	25	WH Buyer, LLC

Country	Trademark	Trademark design/logo	Status	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)	Owner
United States of America	Lion Head Design		Registered	73068125	Nov 6 1975	1052859	Nov 16 1976	18	WH Buyer, LLC
United States of America	Lion Head Design		Registered	73071001	Dec 5 1975	1046317	Aug 17 1976	14	WH Buyer, LLC
United States of America	Lion Head Design		Registered	73079993	Mar 11 1976	1050741	Oct 19 1976	25	WH Buyer, LLC
United States of America	Lion Head Design		Registered	73113082	Jan 19 1977	1074925	Oct 11 1977	9	WH Buyer, LLC
United States of America	Lion Head Design		Registered	78807930	Feb 6 2006	3593137	Mar 17 2009	25	WH Buyer, LLC