

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM534562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lucky Brand Dungarees, LLC		11/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	2001 Bryan Street, 10th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87327209	SATURDAY STRETCH	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	054227-0005		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	07/31/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated November 15, 2017, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of The Bank of New York Mellon, as collateral agent (in such capacity, including any successors thereto, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Amended and Restated Second Lien Credit Agreement, dated as of June 1, 2016 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Lucky Brand Dungarees, LLC, a Delaware limited liability company (the "Borrower"), LBD INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Lenders party thereto from time to time, Guggenheim Securities Holdings, LLC, as Administrative Agent, and The Bank of New York Mellon, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Second Lien Security Agreement dated March 4, 2015, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to or under all of the following (collectively, the "Trademarks"), (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those Trademarks set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to any of the foregoing, (c) all extensions and/or renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements, dilutions or other violations of any of the foregoing, (e) all rights corresponding thereto throughout the world and (f) all claims for, and rights to sue for, past, present and future infringements or dilutions thereof or other injuries thereto.

Notwithstanding the foregoing, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Granter under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Granter authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Granter does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Amended and Restated Intercreditor Agreement dated as of June 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between Wells Fargo Bank, National Association, as First Lien Agent, the Administrative Agent and the Collateral Agent, as Second Lien Agent, and Clover Holdings II LLC, as Third Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

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

LUCKY BRAND DUNGAREES, LLC, Grantor

By: 

Name: Nigel Kershaw

Title: Chief Financial Officer

THE BANK OF NEW YORK MELLON, as
Collateral Agent and Grantee

By: 

Name: LATOYA S. ELVIN

Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

**SCHEDULE A
TRADEMARKS**

Mark	Country	Class(es)	App. No.	Date Filed	Status
LUCKY BRAND (Stylized)	Peru	25	687049	12/12/2016	PENDING
LUCKY YOU	US	18	87/255,823	12/02/2016	PENDING
LUCKY BRAND	Canada	24	1,820,679	1/31/2017	PENDING
LUCKY BRAND	Canada	27	1,820,673	1/31/2017	PENDING
SATURDAY STRETCH	US	25	87/327,209	2/7/2017	PENDING
LUCKY BRAND	US	27	87/327,208	2/7/2017	PENDING
LUCKY BRAND	China	27	TBD	2/13/2017	PENDING
LUCKY BRAND	Mexico	24	1853559	2/15/2017	PENDING
LUCKY BRAND	Mexico	27	1853560	2/15/2017	PENDING
LUCKY BRAND	Arab Emirates	24	268417	2/16/2017	PENDING
LUCKY BRAND	Arab Emirates	27	268420	2/16/2017	PENDING
LUCKY BRAND	Philippines	03	4-2017-502037	05/18/2017	PENDING
LUCKY BRAND	Philippines	09	4-2017-502040	05/18/2017	PENDING
LUCKY BRAND	Philippines	14	4-2017-502039	05/18/2017	PENDING
LUCKY BRAND	Philippines	18	4-2017-502038	05/18/2017	PENDING
LUCKY BRAND	Philippines	25	4-2017-502044	05/18/2017	PENDING
LUCKY BRAND	Philippines	35	4-2017-502043	05/18/2017	PENDING
LUCKY BRAND HOME	China	20	TBD	08/16/2017	PENDING