

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		08/16/2019	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Men's Wearhouse, Inc.		
Street Address:	6380 Rogerdale Road		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77072		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3557482	TWINHILL	
Registration Number:	2165445	TWINHILL	
Registration Number:	5114603	TWINHILL	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	mjhoran@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 - IPLAW@VORYS		
Address Line 2:	ATTN: LAURA T. GEYER		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	72191-71		
NAME OF SUBMITTER:	Miranda Horan		
SIGNATURE:	/MirandaHoran/		
DATE SIGNED:	08/16/2019		
Total Attachments: 5			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Partial Release”), dated as of August 16, 2019 (the “Effective Date”), is made by JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent under the ABL Security Agreements (as defined below) (the “ABL Agent”) and JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent under the Term Security Agreement (as defined below) (the “Term Agent” and together with the ABL Agent, the “Agents”), in favor of The Men’s Wearhouse, Inc., a Texas corporation (the “Grantor”).

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of June 18, 2014, by and among the ABL Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “U.S. ABL Security Agreement”) and (ii) that certain Canadian Pledge and Security Agreement, dated as of June 18, 2014, by and among the ABL Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Canadian ABL Security Agreement,” and, together with the U.S. ABL Security Agreement, the “ABL Security Agreements”), the Grantor granted to the ABL Agent, in its capacity as administrative and collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of June 18, 2014, by and among the Term Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Term Security Agreement,” and, together with the ABL Security Agreements, the “Security Agreements”), the Grantor granted to the Term Agent, in its capacity as administrative and collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the ABL Security Agreements, the Grantor executed and delivered a Patent and Trademark Security Agreement, dated as of June 18, 2014 (the “2014 ABL Filing”) and a Patent and Trademark Security Agreement, dated as of October 25, 2017 (the “2017 ABL Filing” and, together with the 2014 ABL Filing, the “ABL Filings”), for recordal with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, pursuant to the Term Security Agreement, the Grantor executed and delivered a Patent and Trademark Security Agreement, dated as of June 18, 2014 (the “2014 Term Filing”) and a Patent and Trademark Security Agreement, dated as of April 9, 2018 (the “2018 Term Filing” and, together with the 2014 Term Filing, the “Term Filings”) for recordal with the USPTO. The Term Filings and the ABL Filings are hereinafter referred to as the “Trademark Security Agreements”;

WHEREAS, the 2014 ABL Filing was recorded with the USPTO on June 23, 2014 at Reel/Frame 5307/0746, the 2014 Term Filing was recorded with the USPTO on June 24, 2014 at Reel/Frame 5308/0525, and the 2017 ABL Filing was recorded with the USPTO on October 26, 2017 at Reel/Frame 6190/0558;

WHEREAS, in reliance on the Grantor’s representations and warranties concerning the transactions referenced in that certain Certification and Acknowledgment of Partial Release, dated as of August 16, 2019 (the “Officer’s Certificate”), among the Agents, the Grantor and the other parties thereto, each Agent has agreed to release its security interests in the Released Assets (as defined in the Officer’s Certificate) including, without limitation, the Released Trademarks (as defined below) upon consummation of the U.S. Sale and the UK Sale (each as defined in the Officer’s Certificate);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agents hereby agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreements or the Trademark Security Agreements, as applicable.

2. Partial Release. (a) The Term Agent, without covenant or warranty, express or implied, without recourse to it, and in reliance on the Officer's Certificate without independent investigation, hereby releases its security interests in and to 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, 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 of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto or otherwise included in the Release Assets (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill (the "Released Trademarks") arising under the Term Security Agreement and the Term Filings. If and to the extent that the Term Agent has acquired any rights, titles or interests in and to the Released Trademarks under the Term Security Agreement and the Term Filings, the Term Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such rights, titles or interests to the Grantor.

(b) The ABL Agent, without covenant or warranty, express or implied, without recourse to it, and in reliance on the Officer's Certificate without independent investigation, hereby releases its security interests in and to the Released Trademarks arising under the ABL Security Agreements and the ABL Filings. If and to the extent that the ABL Agent has acquired any rights, titles or interests in and to the Released Trademarks under the ABL Security Agreements and the ABL Filings, the ABL Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such rights, titles or interests to the Grantor.

3. Limitation. This Partial Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Security Agreements or the Trademark Security Agreements. The Agents retain all security interests, liens, rights, titles and interests pledged and granted to the Agents under the Security Agreements and the Trademark Security Agreements with respect to all such other collateral, and the Agents' security interests, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.

4. Further Assurances. Each Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Partial Release.

5. Governing Law. This Partial Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

**JPMORGAN CHASE BANK, N.A.,
acting in its capacity as ABL Agent for the
Secured Parties**

By: Blakely Engel
Name: Blakely Engel
Title: Vice President

**JPMORGAN CHASE BANK, N.A.,
acting in its capacity as Term Agent for the
Secured Parties**

By: Blakely Engel
Name: Blakely Engel
Title: Vice President

[Signature Page to Tailored Brands Trademark Release]

IN WITNESS WHEREOF, each of the undersigned has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

JPMORGAN CHASE BANK, N.A.,
acting in its capacity as ABL Agent for the
Secured Parties

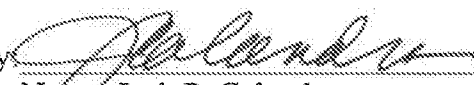
By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
acting in its capacity as Term Agent for the
Secured Parties

By: _____
Name:
Title:

GRANTOR:

THE MEN'S WEARHOUSE, INC.

By:  _____
Name: Jack P. Calandra
Title: Executive Vice President, Chief
Financial Officer and Treasurer

SCHEDULE I

TRADEMARKS OWNED BY THE MEN'S WEARHOUSE, INC.


Reel/Frame 5307/0746, 5308/0525

U.S. Trademark Registrations

Mark	Registration No.
TWINHILL	3,557,482
TWINHILL	2,165,445

Reel/Frame 5307/0746

Canadian Registrations

Mark	Registration No.
TWINHILL	TMA692835
TWINHILL	TMA807814
	TMA520241

Reel/Frame 6190/0558

U.S. Trademark Registrations

Mark	Registration No.
TWINHILL	5,114,603

[Schedule I to Tailored Brands Trademark Release]