

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM537147

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Samuelsohn Limited		08/15/2019	Company: CANADA
Culturata Ltd.	Samuelsohn Limited - Samuelsohn Limited	08/15/2019	Company: CANADA
RECEIVING PARTY DATA			
Name:	Waygar Capital Inc.		
Street Address:	372 Bay Street, Suite 901		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2W9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75605849	SAMUELSOHN	
Serial Number:	85724611	SAMUELSOHN	
Serial Number:	86677855	CULTURATA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1785890-0002-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	08/19/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2019 (this “Agreement”), is by and among SAMUELSONH LIMITED – SAMUELSONH LIMITEE, a company incorporated under the laws of the Province of Québec (“Samuelsohn”), CULTURATA LTD., a company incorporated under the laws of the Province of Ontario (“Culturata”, and collectively with Samuelsohn, the “Grantors”, and each individually, a “Grantor”), in favor of WAYGAR CAPITAL INC., as agent (in such capacity, the “Agent”).

Reference is made to (a) that certain revolving credit agreement, dated as of the date hereof, by and among LUXURY MEN’S APPAREL GROUP LTD., a company incorporated under the laws of the Province of Ontario (“LMAG”), HICKEY FREEMAN TAILORED CLOTHING, INC., a corporation organized under the laws of the State of New York (“HFTC”), and Samuelsohn (collectively, the “Borrowers” and each a “Borrower”), the guarantors party thereto, NINEPOINT CANADIAN SENIOR DEBT MASTER FUND LP (the “Lender”) and the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (b) that certain Pledge and Security Agreement, dated as of the date hereof, by and among LMAG, HFTC, Samuelsohn and Culturata in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”). The Lender and the Agent have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantors are either Borrowers or Affiliates of the Borrowers and are willing to execute and deliver this Agreement in order to induce the Lender to make Loans (as defined in the Credit Agreement). Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 23 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Obligations, each Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the trademarks and trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of each Grantor’s business connected with the use of and symbolized by such trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any “intent-to-use” trademark applications to the extent that an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformity with 15 U.S.C. §1051(a) or (c), it being agreed that for purposes of this Agreement and the other Credit Documents, no Lien granted to Agent on any “intent-to-use” United States trademark applications is intended to be a present assignment thereof.

SECTION 3. Termination. Subject to the terms of the Security Agreement, upon the repayment in full in cash of all Obligations and the termination of any obligation of the Lender to make

advances under the Credit Agreement, the security interest granted herein shall terminate and the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. This Agreement constitutes a Credit Document for all purposes.

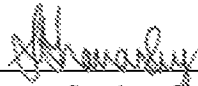
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

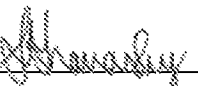
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SAMUELSON LIMITED – SAMUELSON
LIMITEE, as a Grantor


By  _____
Name: Stephen Granovsky
Title: President

CULTURATA LTD., as a Grantor

By  _____
Name: Stephen Granovsky
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

WAYGAR CAPITAL INC., as Agent for
Ninepoint Canadian Senior Debt Master Fund LP

By:  _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

Schedule I

TRADEMARKS

Trademark Registrations:

OWNER/GRANTOR: Samuelsohn Limited / Samuelsohn Limitée

TM Record	Mark/Name (Text Only)	Owner Information	Status/Status Date
US	<u>SAMUELSOHN</u>	SAMUELSOHN LIMITED, 6930 PARK AVENUE, MONTREAL, H3N1W9, Canada	US Application No. 75605849 Registered on April 18, 2000 Office Status: Registration published
<p>Brief Goods/Services:(Int'l Class: 25) Goods: (1) Men's wear, namely, suits, trousers, coats, jackets, waistcoats, overcoats and trench coats.</p>			
US	<u>SAMUELSOHN</u>	SAMUELSOHN LIMITED/LIMI TEE, 6930 PARK AVENUE, MONTREAL, H3N1W9, Canada	US Application No. 85724611 Registered on April 30, 2013 Office Status: Registration published
<p>Brief Goods/Services:(Int'l Class: 25) Goods: (1) Coats; Shirts; Suits; Ties; Trousers; Waistcoats; Coats; Scarves; Shirts; Suits; Sweaters; Ties; Trousers; Waistcoats.</p>			

Trademark Applications:

None.

OWNER/GRANTOR: CULTURATA LTD.

TM Record	Mark/Name (Text Only)	Owner Information	Status/Status Date
US	CULTURATA	Culturata Ltd. 89 Tycos Drive Suite 202 Toronto Canada M6B1W3	US Application No. 86677855 Registered on August 30, 2016 Office Status: Registration published
Brief Goods/Services: (Int'l Classes : 25 and 35) Goods: (1) Men's clothing, namely, shirts, neck ties, sweaters, blazers and pants. Services : (1) Wholesale store services featuring clothing; distributorships in the field of clothing; online store services featuring clothing.			

Trademark Applications:

None.