

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mervin Manufacturing, Inc.		09/30/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5730019	LIB	
Registration Number:	5382165	LIB	
Registration Number:	5735533	LIB TECH	
Registration Number:	5382166	LIB TECH	
Registration Number:	5628713	LIB TECH	
Registration Number:	5402970	LIB TECHNOLOGIES	
Registration Number:	5493579	LIBTECH	
Registration Number:	4974260	MERVIN MADE	
Registration Number:	4822096	MERVIN MADE	
Registration Number:	5325660	MERVIN MADE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		

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TRADEMARK

Address Line 4: Philadelphia, PENNSYLVANIA 19103	
ATTORNEY DOCKET NUMBER:	074658-14061
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/01/2019
Total Attachments: 6 source=A&R Supplement to Trademark Security Agreement (Mervin)- Executed#page1.tif source=A&R Supplement to Trademark Security Agreement (Mervin)- Executed#page2.tif source=A&R Supplement to Trademark Security Agreement (Mervin)- Executed#page3.tif source=A&R Supplement to Trademark Security Agreement (Mervin)- Executed#page4.tif source=A&R Supplement to Trademark Security Agreement (Mervin)- Executed#page5.tif source=A&R Supplement to Trademark Security Agreement (Mervin)- Executed#page6.tif	

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (the “Supplement”), is made as of this 30th day of September, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Agent”).

BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Amended and Restated Revolving Credit and Security Agreement dated as of September 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Mervin Holdings, Inc., a Delaware corporation (“Parent Guarantor”), Mervin Manufacturing, Inc., a California corporation (“Mervin” or “U.S. Borrower” together with each Person joined thereto as a U.S. borrower from time to time, collectively, the “U.S. Borrowers”, and each a “U.S. Borrower”), Mervin Manufacturing GmbH, a German limited liability company (“Mervin GmbH” or “Ex-Im Borrower”, together with each Person joined thereto as an “Ex-Im Borrower” from time to time, collectively, the “Ex-IM Borrowers”, and each an “Ex-Im Borrower”, together with the U.S. Borrowers, the “Borrowers” and each a “Borrower” and together with the Guarantors, collectively, the “Loan Parties” and each a “Loan Party”), the lenders from time to time party thereto (the “Lenders”), and Agent (ii) that certain Trademark Security Agreement dated October 10, 2014 by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Trademark Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Credit Agreement.

B. Pursuant to the Credit Agreement and the Trademark Security Agreement, Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantor’s Trademark Collateral (as defined in the Trademark Security Agreement).

C. Subsequent to delivery of the Trademark Security Agreement, Grantor has acquired certain additional trademarks and trademark applications set forth on Schedule I attached hereto and made part hereof (collectively, the “Additional Trademarks”).

D. Grantor and Agent desire to execute this Supplement for the purpose of granting, ratifying, and confirming Agent’s lien on and security interest in the Additional Trademarks, as set forth more fully in the Trademark Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement, the Trademark Security Agreement and the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the

Obligations, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, a continuing security interest in and Lien on all of its present and future right, title and interest in and to the Additional Trademarks and the registration thereof (but excluding any United States intent-to-use application for registration of a trademark, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law), associated goodwill and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof.

2. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Credit Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Credit Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule I to the Trademark Security Agreement is hereby supplemented by the information contained on Schedule I attached hereto. All references to Schedule I to the Trademark Security Agreement contained in the Credit Agreement, Trademark Security Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include Schedule I attached hereto.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement 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. Signature by facsimile or PDF shall also bind the parties hereto.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTORS:

MERVIN MANUFACTURING, INC.,
a California corporation

By: 

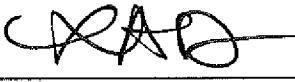
Name: Jeremy Hatt

Title: Chief Financial Officer

Signature Page to Supplement to Trademark Security Agreement


ACCEPTED AND
ACKNOWLEDGED BY:


PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Laurie Dee
Title: Assistant Vice President

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Renewal	Registrant
LIB	Registered	88038148	07/15/2018	5730019	04/16/2019	04/16/2029	Mervin Manufacturing, Inc.
LIB	Registered	87279835	12/23/2016	5382165	01/16/2018	01/16/2028	Mervin Manufacturing, Inc.
LIB TECH	Registered	88038150	07/15/2018	5735533	04/23/2019	04/23/2029	Mervin Manufacturing, Inc.
LIB TECH	Registered	87279837	12/23/2016	5382166	01/16/2018	01/16/2028	Mervin Manufacturing, Inc.
 LIB TECH (STYLIZED)	Registered	87446067	05/11/2017	5628713	12/11/2018	12/11/2028	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	87279843	12/23/2016	5402970	02/13/2018	02/13/2028	Mervin Manufacturing, Inc.

LIBTECH LIBTECH (STYLIZED)	Registered	87446035	05/11/2017	5493579	06/12/2018	06/12/2028	Mervin Manufacturing, Inc.
MERVIN MADE	Registered	86529215	02/09/2015	4974260	06/07/2016	06/07/2026	Mervin Manufacturing, Inc.
MERVIN MADE	Registered	86542593	02/23/2015	4822096	09/29/2015	09/29/2025	Mervin Manufacturing, Inc.
 MERVIN MADE & DESIGN	Registered	87279875	12/23/2016	5325660	10/31/2017	10/31/2027	Mervin Manufacturing, Inc.