

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOX INTERNATIONAL GROUP LIMITED		10/31/2019	Company: ENGLAND
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	135 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4142918	FOX	
Registration Number:	2622588	FOX	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	27729-35160		
NAME OF SUBMITTER:	DUSAN CLARK		
SIGNATURE:	/DUSAN CLARK/		
DATE SIGNED:	11/04/2019		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of October 31, 2019 by and from FOX INTERNATIONAL GROUP LIMITED, a company organized under the laws of England and Wales with company number 1144907 and registered address at 1 Myrtle Road, Warley, Brentwood, England, CM14 5EG (the “Grantor”), to and in favor of BANK OF AMERICA, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, Lew’s Intermediate Holdings, LLC (the “Borrower”), Lew’s Holdings Corporation (“Holdings”), certain Subsidiaries of the Borrower from time to time party thereto as “Loan Guarantors”, the Lenders and the Grantee have entered into that certain Credit Agreement dated July 8, 2019 (as amended on September 23, 2019 by that certain Incremental Amendment Agreement and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, the Borrower, Holdings and certain other Loan Guarantors have guaranteed the repayment of the Secured Obligations pursuant to the Credit Agreement.

WHEREAS, pursuant to a Security Accession Deed dated as of the date hereof, the Grantor has entered into that certain Debenture dated as of September 23, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the “U.K. Security Agreement”) among the Grantor, other Loan Guarantors and the Grantee.

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the “Trademarks”), which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the U.K. Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the U.K. Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the U.K. Security Agreement, the provisions of the U.K. Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute,

acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

(c) Notwithstanding anything to the contrary contained herein, the security interest created by the Confirmatory Grant shall not extend to Excluded Assets.


3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

FOX INTERNATIONAL GROUP LIMITED

By: 
Name: Ian Astley
Title: Director

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 006786 FRAME: 0566

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Jurisdiction Registration No. Application No.	Key Dates	Owner
FOX	United States RN: 4142918 AN: 77522101	Filed: July 15, 2008 Registered: May 15, 2012	FOX INTERNATIONAL GROUP LIMITED
FOX	United States RN: 2622588 AN: 75572329	Filed: October 19, 1998 Registered: September 24, 2002	FOX INTERNATIONAL GROUP LIMITED