

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MGF Sourcing US, LLC		01/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS AGENT		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4893475	MGF SOURCING MAKING GREAT FASHION	
Registration Number:	4863480	MGF SOURCING	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	01/14/2020		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the Person listed as the “Grantor” on the signature pages hereto (the “Grantor”) in favor of BANK OF AMERICA, N.A., as administrative agent and collateral agent for itself and the other Credit Parties (as defined in the Security Agreement (as defined below)) (in such capacity and together with its successors and assigns, the “Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, MGF Sourcing US, LLC, a Delaware limited liability company (formerly known as TSAM (Delaware) LLC) (the “Borrower”), MGF Sourcing Holdings, Limited (Cayman), a Cayman Islands exempted company (formerly known as TSAM Holdings, Limited) (the “Parent”), each lender party thereto (collectively, the “Lenders”) and the Agent are party to the Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, the Borrower and Agent entered into that certain Security Agreement, dated as of October 31, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including, for the avoidance of doubt, by the Confirmation Agreement (as defined below), the “Security Agreement”), pursuant to which the Grantor granted the Agent, for the benefit of itself and the other Credit Parties, a security interest in, among other property, certain intellectual property of the Grantor.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of itself and the other Credit Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “Trademark Collateral”): All trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States of America or any political subdivision thereof), including, without limitation, the registrations and applications listed on Schedule A hereto (as such Schedule A may be updated from time to time), together with any and all (i) rights and privileges arising under applicable Law with respect to the Grantor’s use of any trademarks, (ii) extensions and renewals thereof, and (iii) rights to sue for past, present and future infringements thereof, in each case other than any Excluded Property, which includes the property listed on Rider 1 hereto.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Trademark Collateral by the Grantor under this Agreement secures the payment of all Secured Obligations now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Credit Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by telecopy, or other electronic image scan transmission (e.g., "pdf" or "tif" via e-mail) shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Incorporation of Security Agreement; Conflicts. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and 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 incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

SECTION 7. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Signature Pages Follow]

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

MGF SOURCING US, LLC, as the Grantor

By: 
Name: James Schwartz
Title: President, Chief Executive Officer and
Secretary

BANK OF AMERICA, N.A., as the Agent

By: 
Name: Christine Hutchinson
Title: Senior Vice President

SCHEDULE A

Trademark Registrations

Registered owner/Grantor	Trademark	Registration No.
MGF Sourcing US, LLC	MGF SOURCING MAKING GREAT FASHION	4893475
MGF Sourcing US, LLC	MGF SOURCING	4863480

RIDER 1

Any trademark applications filed in the United States Patent and Trademark office on the basis of the Grantor's "intent-to-use" such trademark, unless and until a statement of use of the trademark has been filed with and duly accepted by the United States Patent and Trademark Office, whereupon such trademark application will be deemed automatically included in the Trademark Collateral.