

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JOHN VARVATOS APPAREL CORP.		02/05/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LION/HENDRIX CAYMAN LIMITED		
<b>Street Address:</b>	69 DR. ROY'S DRIVE		
<b>Internal Address:</b>	PO BOX 2510		
<b>City:</b>	GRAND CAYMAN		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Postal Code:</b>	KY1-1104		
<b>Entity Type:</b>	EXEMPTED LIMITED COMPANY: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87268329	BOOTLEG JOHN VARVATOS	
<b>Serial Number:</b>	87982055	BOOTLEG JOHN VARVATOS	
<b>Serial Number:</b>	87982069	BOOTLEG JOHN VARVATOS	
<b>Serial Number:</b>	88672280	XX JOHN VARVATOS	
<b>Serial Number:</b>	88672405	XX JOHN VARVATOS	
<b>Serial Number:</b>	88672436	XX JOHN VARVATOS	
<b>Serial Number:</b>	88672487	XX JOHN VARVATOS	
<b>Serial Number:</b>	88975940	JVXNJ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029567069		
<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>			
<b>Phone:</b>	2029567685		
<b>Email:</b>	carrierr@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Rita M. Carrier		
<b>Address Line 1:</b>	1700 New York Avenue, N.W., Suite 700		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006-5215		

OP \$215.00 87268329

<b>NAME OF SUBMITTER:</b>	Rita M. Carrier
<b>SIGNATURE:</b>	/Rita M. Carrier/
<b>DATE SIGNED:</b>	02/05/2020
<b>Total Attachments: 5</b> source=SC1-#5144947-v1-JV_-_Grant_of_Security_Interest_in_Trademarks_to_LH_Cayman_(Executed)#page1.tif source=SC1-#5144947-v1-JV_-_Grant_of_Security_Interest_in_Trademarks_to_LH_Cayman_(Executed)#page2.tif source=SC1-#5144947-v1-JV_-_Grant_of_Security_Interest_in_Trademarks_to_LH_Cayman_(Executed)#page3.tif source=SC1-#5144947-v1-JV_-_Grant_of_Security_Interest_in_Trademarks_to_LH_Cayman_(Executed)#page4.tif source=SC1-#5144947-v1-JV_-_Grant_of_Security_Interest_in_Trademarks_to_LH_Cayman_(Executed)#page5.tif	

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

February 5, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **JOHN VARVATOS APPAREL CORP.**, a Delaware corporation (the “Grantor”), hereby grants to **LION/HENDRIX CAYMAN LIMITED**, as administrative agent and collateral agent for itself and certain other credit parties (in such capacity, the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (excluding intent-to-use trademark or service mark applications, for which the creation by the Grantor of a security interest therein (i) is prohibited without the consent of a third party or by applicable Law or; (ii) would impair the validity or enforceability of such intent-to-use application or any trademark or service mark issuing therefrom) (the “Marks”) set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Subordinated Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement by, among others, the Grantor and the Grantee, dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “A&R Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the A&R Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this grant are deemed to conflict with the A&R Security Agreement, the provisions of the A&R Security Agreement shall govern. This Grant 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 Grant and the transactions

contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

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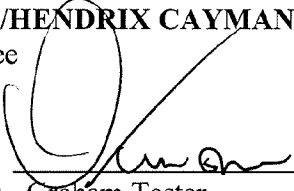
IN WITNESS WHEREOF, the undersigned have executed this grant as of the date above first written.

**JOHN VARVATOS APPAREL CORP.**, as a  
Grantor

By:   
Name: Joseph Zorda  
Title: Treasurer and Secretary

[Signature Page to Grant of Security Interest in United States Trademarks to L/H Cayman]

**LION/HENDRIX CAYMAN LIMITED, as**  
Grantee

By:   
Name: Graham Tester  
Title: Director

[Signature Page to Grant of Security Interest in United States Trademarks to L/H Cayman]

SCHEDULE A

<b>Mark</b>	<b>Application/ Registration Number</b>	<b>Application/ Registration Date</b>
BOOTLEG JOHN VARVATOS (and design)	87268329	12/14/2016
BOOTLEG JOHN VARVATOS (and design)	87982055	12/14/2016
BOOTLEG JOHN VARVATOS	87982069	12/14/2016
XX JOHN VARVATOS	88672280	10/29/2019
XX JOHN VARVATOS	88672405	10/29/2019
XX JOHN VARVATOS (and design)	88672436	10/29/2019
XX JOHN VARVATOS (and design)	88672487	10/29/2019
JVXNJ	88975940	7/30/2018

[Schedule A to Grant of Security Interest in United States Trademarks to L/H Cayman]