

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566261

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interest in Trademarks recorded at Reel/Frame 5307/0746, 5308/0525 and 6190/0558

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		03/04/2020	Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	JA Apparel Corp.
<b>Street Address:</b>	1400 Broadway, 33rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3345626	JOE JOSEPH ABBOUD
Registration Number:	4407532	JOSEPH ABBOUD
Registration Number:	1675915	JOSEPH ABBOUD
Registration Number:	1756084	JOSEPH ABBOUD
Registration Number:	3534494	JOSEPH ABBOUD
Registration Number:	2408887	JOSEPH ABBOUD
Registration Number:	2471279	JOSEPH ABBOUD
Registration Number:	2357617	JOSEPH ABBOUD
Registration Number:	4860205	JOSEPH ABBOUD CUSTOM
Registration Number:	3305296	
Registration Number:	2408888	
Registration Number:	4407533	
Registration Number:	4376842	J
Registration Number:	4900337	JAZ BY JOSEPH ABBOUD
Registration Number:	5247147	JOE
Registration Number:	5274087	JOE JUST ONE EARTH JOSEPH ABBOUD
Registration Number:	4928603	JOSEPH ABBOUD
Registration Number:	5404410	JOSEPH ABBOUD

CH \$640.00 3345626

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5307513	JOSEPH ABOUD ENVIRONMENTS
Registration Number:	5228690	JOSEPH ABOUD SOFT
Registration Number:	5219641	THE J.O.E. SURVIVAL
Registration Number:	4823367	
Registration Number:	4928828	
Registration Number:	4955665	
Registration Number:	5196411	

**CORRESPONDENCE DATA**

**Fax Number:** 2025339099

*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.*

**Phone:** 202-467-8800

**Email:** jspiantanida@vorys.com

**Correspondent Name:** VORYS, SATER, SEYMOUR AND PEASE LLP

**Address Line 1:** P.O. BOX 2255 -- IPLAW@VORYS

**Address Line 2:** ATTN: LAURA T. GEYER

**Address Line 4:** COLUMBUS, OHIO 43216-2255

<b>ATTORNEY DOCKET NUMBER:</b>	072191-163
<b>NAME OF SUBMITTER:</b>	Julie S. Piantanida
<b>SIGNATURE:</b>	/julie piantanida/
<b>DATE SIGNED:</b>	03/10/2020

**Total Attachments: 7**

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## PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Partial Release”), dated as of March 4, 2020 (the “Effective Date”), is made by JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent under the U.S. ABL Security Agreement (as defined below) (the “ABL Agent”), and JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent under the Term Security Agreement (as defined below) (the “Term Agent” and together with the ABL Agent, the “Agents”), in favor of JA Apparel Corp. (the “Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of June 18, 2014, by and among the ABL Agent, The Men’s Wearhouse, Inc. (the “Company”), the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “U.S. ABL Security Agreement”), the Grantor granted to the ABL Agent, in its capacity as administrative and collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of June 18, 2014, by and among the Term Agent, the Company, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Term Security Agreement,” and, together with the U.S. ABL Security Agreement, the “Security Agreements”), the Grantor granted to the Term Agent, in its capacity as administrative and collateral agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the ABL Security Agreements, the Company, the Grantor and the other parties thereto executed and delivered a Patent and Trademark Security Agreement, dated as of June 18, 2014 (the “2014 ABL Filing”) and a Patent and Trademark Security Agreement, dated as of October 25, 2017 (the “2017 ABL Filing” and, together with the 2014 ABL Filing, the “ABL Filings”), for recordal with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, pursuant to the Term Security Agreement, the Company, the Grantor and the other parties thereto executed and delivered a Patent and Trademark Security Agreement, dated as of June 18, 2014 (the “2014 Term Filing”) and a Patent and Trademark Security Agreement, dated as of April 9, 2018 (the “2018 Term Filing” and, together with the 2014 Term Filing, the “Term Filings”) for recordal with the USPTO. The Term Filings and the ABL Filings are hereinafter referred to as the “Trademark Security Agreements”;

WHEREAS, in reliance on the Company’s representations and warranties concerning the transactions referenced in that certain Certification and Acknowledgment of Partial Release, dated as of the date hereof (the “Officer’s Certificate”), among the Agents, the Company and the other parties thereto, each Agent has agreed to release its security interests in the Released Assets (as defined in the Officer’s Certificate) including, without limitation, the Released Trademarks (as defined below) upon consummation of the IP Sale (as defined in the Officer’s Certificate);

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreements or the Trademark Security Agreements, as applicable.

2. Partial Release. (a) The Term Agent, without covenant or warranty, express or implied, without recourse to it, and in reliance on the Officer's Certificate without independent investigation, hereby releases its security interests in and to (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto or otherwise included in the Release Assets, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively the "Released Trademarks") arising under the Term Security Agreement and the Term Filings. If and to the extent that the Term Agent has acquired any rights, titles or interests in and to the Released Trademarks under the Term Security Agreement and the Term Filings, the Term Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such rights, titles or interests to the Grantor.

(b) The ABL Agent, without covenant or warranty, express or implied, without recourse to it, and in reliance on the Officer's Certificate without independent investigation, hereby releases its security interests in and to the Released Trademarks arising under the U.S. ABL Security Agreement and the ABL Filings. If and to the extent that the ABL Agent has acquired any rights, titles or interests in and to the Released Trademarks under the U.S. ABL Security Agreement and the ABL Filings, the ABL Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such rights, titles or interests to the Grantor.

3. Limitation. This Partial Release is applicable only and solely with respect to the Released Trademarks and to no other collateral arising under the Security Agreements or the Trademark Security Agreements. The Agents retain all security interests, liens, rights, titles and interests pledged and granted to the Agents under the Security Agreements and the Trademark Security Agreements with respect to all such other collateral, and the Agents' security interests, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Release.

4. Further Assurances. Each Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Partial Release.

5. Governing Law. This Partial Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date:

**JPMORGAN CHASE BANK, N.A.,  
acting in its capacity as ABL Agent for the  
Secured Parties**

By: Blakely Engel  
Name: Blakely Engel  
Title: Vice President

**JPMORGAN CHASE BANK, N.A.,  
acting in its capacity as ABL Agent for the  
Secured Parties**

By: Blakely Engel  
Name: Blakely Engel  
Title: Vice President

*[Signature Page to Tailored Brands Partial Release of Trademarks (Abboud IP Sale)]*

**TRADEMARK  
REEL: 006887 FRAME: 0643**

**COMPANY:**

**THE MEN'S WEARHOUSE, INC.**

By: 

Name: Brian T. Vaclavik  
Title: Senior Vice President and Chief  
Accounting Officer

**GRANTOR:**

**JA APPAREL CORP.**

By: 

Name: Brian T. Vaclavik  
Title: Senior Vice President and Chief  
Accounting Officer

**SCHEDULE I**

**TRADEMARKS OWNED BY JA APPAREL CORP.**

**[See Attached]**

**SCHEDULE I**

**TRADEMARKS OWNED BY JA APPAREL CORP.**

**Release of Reel/Frame 5307/0746 and Reel/Frame 5308/0525**

<b>Mark</b>	<b>Registration No.</b>
JOE JOSEPH ABBOUD	3,345,626
JOSEPH ABBOUD	4,407,532
JOSPEH ABBOUD	1,675,915
JOSPEH ABBOUD	1,756,084
JOSPEH ABBOUD	3,534,494
JOSPEH ABBOUD	2,408,887
JOSPEH ABBOUD	2,471,279
JOSPEH ABBOUD	2,357,617
JOSPEH ABBOUD CUSTOM	4,860,205
Design (Diamond, 2 bars)	3,305,296
Design (Diamond, 2 bars with white border)	2,408,888
Design (Diamond, 2 bars)	4,407,533
J & Design (Diamond)	4,376,842

**Release of Reel/Frame 6190/0558**

<b>Mark</b>	<b>Registration No.</b>
JAZ BY JOSEPH ABBOUD	4,900,337
JOE	5,247,147
JOE JUS ONE EARTH JOSEPH ABBOUD & DESIGN	5,274,087
JOSEPH ABBOUD	4,928,603
JOSEPH ABBOUD & Design (Diamond, 3-bars) Horizontal Version	5,404,410
JOSEPH ABBOUD ENVIRONMENTS	5,307,513
JOSEPH ABBOUD SOFT	5,228,690
THE J.O.E. SURVIVAL	5,219,641
Design (JA Apparel Diamond Rectangle Logo)	4,823,367
Design (Diamond, 2 bars)	4,928,828
Design (Diamond, 3 bars)	4,955,665
Design (JA Apparel Diamond Rectangle Logo)	5,196,411

**Release of Security Agreement dated April 9, 2018**

<b>Mark</b>	<b>Registration No.</b>
JOSEPH ABBOUD	4,928,603
Design (Diamond, 2 bars)	4,928,828
JOSEPH ABBOUD ENVIRONMENTS	5,307,513



<b>Mark</b>	<b>Registration No.</b>
Design (Diamond, 3 bars)	4,955,665
Design (JA Apparel Diamond Rectangle Logo)	4,823,367
Design (JA Apparel Diamond Rectangle Logo)	5,196,411
JAZ BY JOSEPH ABOUD	4,900,337
JOSEPH ABOUD SOFT	5,228,690
THE J.O.E. SURVIVAL	5,219,641
JOE	5,247,147
JOE JUS ONE EARTH JOSEPH ABOUD & DESIGN	5,274,087
JOE	5,408,256
JOSEPH ABOUD	5,428,916
JOSEPH ABOUD & Design (Diamond, 3 bars) Horizontal version	5,404,410
JOE & Design (Black Globe)	5,408,256
JOE JOSEPH ABOUD & Design	5,424,091
BLACK LINEN	5,019,216
Design (Diamond, 3 bars)	5,443,815 (Appl. Ser. No. 86/885,416)

Schedule I to Tailored Brands Trademark Release