

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAB IP CO LP		03/30/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Phantom International Ltd.		
Street Address:	The Exchange		
Internal Address:	5 Bank Street		
City:	Bury		
State/Country:	UNITED KINGDOM		
Postal Code:	BL9 0DN		
Entity Type:	Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3960630	BENCH	
Registration Number:	3956390	BENCH.	
Registration Number:	4048167	BENCH.	
Registration Number:	3988751	BENCH URBANWEAR	
Registration Number:	4102608	BENCH.	
Registration Number:	4562083	BENCH.	
Registration Number:	4417211		
CORRESPONDENCE DATA			
Fax Number:	2123361292		
<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:	212-336-2864		
Email:	IPDOCKETING@PBWT.COM, PTOCORRESPONDENCE@PBWT.COM		
Correspondent Name:	Craig Dent, Esq.		
Address Line 1:	c/o Patterson Belknap Webb & Tyler LLP		
Address Line 2:	1133 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		

OP \$190.00 3960630

DOMESTIC REPRESENTATIVE

Name: Craig Dent, Esq.
Address Line 1: 1133 Avenue of the Americas
Address Line 2: c/o Patterson Belknap Webb & Tyler LLP
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Craig Dent
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SIGNATURE:	/Craig Dent/
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DATE SIGNED:	03/31/2020
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 30, 2020 (“Trademark Security Agreement”), is made by the undersigned “Grantor” (the “Grantor”), in favor of **PHANTOM INTERNATIONAL LTD**, a company incorporated in England and Wales with company number 12460205 whose registered office is at The Exchange, 5 Bank Street, Bury, United Kingdom, BL9 0DN (the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Facility Agreement, dated as March 30, 2020, by and among the Grantor, 11951432 CANADA INC. (together with the Grantor, the “Borrowers”), and the Lender (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lender shall extend a certain Loan to the Borrowers and may extend additional loans or advances to Grantor and the other Borrowers.

WHEREAS, it is a condition precedent to the obligations of the Lender under the Credit Agreement that the Grantor execute and deliver to the Lender a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to the Lender a certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor has granted to the Lender a security interest in and lien upon all or substantially all assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (including registrations and applications therefor) together with the goodwill of the business associated with the Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations;

WHEREAS, the Grantor will obtain substantial direct financial and other benefits from the Loan made by the Lender to Grantor and the other Borrower pursuant to the Credit Agreement and the other Finance Documents, and, accordingly, the Grantor desires to enter into this Trademark Security Agreement and the other Finance Documents in order to induce the Lender to make and maintain the Loan under the Credit Agreement; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used but not defined herein are used as defined in the Security Agreement, or, if not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants to the Lender a security interest (the “Security Interest”) in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

Section 3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender. The Lender's rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and are in addition to the rights and remedies available at law or in equity. The Lender's rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Credit Agreement, the Security Agreement, and any other documents related thereto.

Section 5. Authorization to Supplement. The Grantor shall give the Lender notice of any additional trademark registrations granted therefor after the date hereof in accordance with the terms, conditions and provisions set forth in the Security Agreement and the Credit Agreement. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Lender to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any future, then-existing registered Trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the Security Agreement in all respects, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks subject to the Security Interest hereunder, in each case, for so long as such Security Interest applies to, or covers or includes such Trademarks pursuant to

the Security Agreement and for so long as the Grantor retains ownership of the Trademarks (provided that the foregoing shall not be construed to permit the Grantor to transfer or otherwise dispose of the Trademarks to the extent such transfer or disposition would violate the terms of the Credit Agreement or the Security Agreement).

Section 7. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Sections 18-22 of the Security Agreement are incorporated herein by reference, mutatis mutandis.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTOR:

FAB IP CO LP

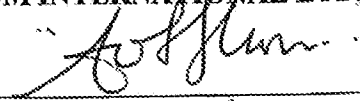
By FAB IP CO GP LLC, its General Partner

By: 

Name: Lawrence Routtenberg

Title: Vice-President

PHANTOM INTERNATIONAL LTD, as Lender

By: 
Name: APINDER SINGH CHHIKA
Title: DIRECTOR

{Signature Page to Trademark Security Agreement}

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

Mark	Country	Application No./ Registration No.	Current Owner of Record	Status
BENCH. & DESIGN	United States	3,960,630	FAB IP CO LP	REGISTERED
BENCH. & DESIGN	United States	3,956,390	FAB IP CO LP	REGISTERED
BENCH. & DESIGN	United States	4,048,167	FAB IP CO LP	REGISTERED
BENCH.URBANWEAR DESIGN	United States	3,988,751	FAB IP CO LP	REGISTERED
FOUR DOTS BENCH DESIGN	United States	4,102,608	FAB IP CO LP	REGISTERED
FOUR DOTS BENCH. DESIGN	United States	4,562,083	FAB IP CO LP	REGISTERED
INSECT DESIGN	United States	4,417,211	FAB IP CO LP	REGISTERED
BENCH	ANTIGUA & BARBUDA	888267	Bench Limited	REGISTERED
BENCH	ARGENTINA	2277529	Bench Limited	REGISTERED
BENCH. & DESIGN	ARGENTINA	2304726	Bench Limited	REGISTERED
BENCH. DESIGN	BES ISLANDS	859	Bench IP Acquisition LP	REGISTERED
B & DESIGN	CANADA	TMA 684,924	FAB IP CO LP	REGISTERED
B BENCH & DESIGN	CANADA	TMA 801,346	FAB IP CO LP	REGISTERED
BENCH	CANADA	TMA 663,637	FAB IP CO LP	REGISTERED
BENCH. & DESIGN	CANADA	TMA 826,801	FAB IP CO LP	REGISTERED
BENCH. & DESIGN	CANADA	TMA 798,348	FAB IP CO LP	REGISTERED
BENCH. FOUR SPOT DESIGN	CANADA	TMA 796,334	FAB IP CO LP	REGISTERED
BENCH. Script Design	CANADA	TMA 663,671	FAB IP CO LP	REGISTERED
FAB	CANADA	TMA 677,337	Freemark Apparel Brands Inc.	REGISTERED
FEHM	CANADA	TMA 670,414	FAB IP CO LP	REGISTERED
FOUR SPOT B LOGO & DESIGN	CANADA	TMA 873,127	FAB IP CO LP	REGISTERED
HOOCH	CANADA	TMA 632,376	FAB IP CO LP	REGISTERED
BENCH	CHILE	838563	Bench IP Acquisition LP	REGISTERED
BENCH. & DESIGN	CURACAO	14958	Bench IP Acquisition LP	REGISTERED
BENCH	ECUADOR	2744-09	Bench IP Acquisition LLC	REGISTERED
BENCH	ECUADOR	1270-09	Bench IP Acquisition LLC	REGISTERED
BENCH	PANAMA	178598-01	Bench Limited	REGISTERED

BENCH	PANAMA	219853-01	Bench Limited	REGISTERED
BENCH	PERU	P00144415	Bench IP Acquisition LP	REGISTERED
BENCH. & DESIGN	PERU	P00182700	Bench IP Acquisition LP	REGISTERED
BENCH.BASIC & DESIGN	PERU	P00127448	Bench IP Acquisition LP	REGISTERED
BENCH. DESIGN	ST MAARTEN	13449	Bench IP Acquisition LLC	REGISTERED
BENCH	VENEZUELA	2008-009870	Bench Limited	PENDING
BENCH	VENEZUELA	P-312.722	Bench Limited	REGISTERED

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