

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vineyard Vines, LLC		07/17/2020	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63 P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5751702		
Registration Number:	4551062	WHALE OF A SALE	
Registration Number:	5041151	EVERY DAY SHOULD FEEL THIS GOOD	
Registration Number:	5040595	REAL GOOD PEOPLE. REAL GOOD LIFE.	
Registration Number:	4940981	WHALES FOR A CAUSE	
Registration Number:	4781997	VINEYARD VINES	
Registration Number:	4781996		
Registration Number:	4592543	VINEYARD VINES	
Registration Number:	4804651	SHE THINKS MY PATCHWORK'S PREPPY	
Registration Number:	4088588	EVERY DAY SHOULD FEEL THIS GOOD	
Registration Number:	4088687		
Registration Number:	3770964		
Registration Number:	3139685		
Registration Number:	2969692		
Registration Number:	2991523	VINEYARD VINES MARTHA'S VINEYARD	
Registration Number:	3043773	VINEYARD VINES SINCE 1998	
Registration Number:	2991522	VINEYARD VINES BY SHEP & IAN	
Registration Number:	2318245	VINEYARD VINES	

CH \$465.00 5751702

CORRESPONDENCE DATA**Fax Number:**

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: 3129932652
Email: heather.poitras@lw.com
Correspondent Name: Heather Poitras
Address Line 1: 330 N Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0119 HP
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NAME OF SUBMITTER:	Heather Poitras
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SIGNATURE:	/hp/
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DATE SIGNED:	07/20/2020
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Total Attachments: 5

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of July 17, 2020, by and from VINEYARD VINES, LLC, a Connecticut limited liability company (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. in its capacity as administrative agent for itself and for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, Grantor, the Lenders and the Grantee have entered into that certain Amended and Restated Credit Agreement, dated as of October 3, 2018 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain of its Subsidiaries, entered into that certain Amended and Restated Pledge and Security Agreement, dated as of October 3, 2018 (as amended on July 17, 2020, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all such Grantor’s right, title, and interest in and to the Collateral, including the Trademarks (as defined below), and agreed to execute and deliver this Confirmatory Grant for purposes of evidencing and recording the security interest in the Trademarks in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, 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 used and not otherwise defined herein shall have the respective meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks pledged and granted under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (4) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the

right to settle suits involving claims and demands for royalties owing; and (5) all rights corresponding to any of the foregoing throughout the world (the “Trademarks”).

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets (including, for the avoidance of doubt, any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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).

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the 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 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 Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant 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 Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

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

VINEYARD VINES, LLC, a Connecticut limited liability company

By: DocuSigned by: Shepherd P. Murray
Name: Shepherd P. Murray
Title: Manager

By: DocuSigned by: Ian Murray
Name: Ian C. Murray
Title: Manager

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Devin Roccisano
Title: Executive Director

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

TRADEMARK
REEL: 007001 FRAME: 0988

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks and Trademark Applications

Mark	Serial No. Serial Date	Registration No. Registration Date	Owner
DESIGN ONLY	87151976 8/26/2016	5751702 5/14/2019	Vineyard Vines LLC
WHALE OF A SALE	86094311 10/17/2013	4551062 6/17/2014	Vineyard Vines LLC
EVERY DAY SHOULD FEEL THIS GOOD	86922792 2/29/2016	5041151 9/13/2016	Vineyard Vines LLC
REAL GOOD PEOPLE. REAL GOOD LIFE.	86895542 2/3/2016	5040595 9/13/2016	Vineyard Vines LLC
WHALES FOR A CAUSE	86745384 9/2/2015	4940981 4/19/2016	Vineyard Vines LLC
VINEYARD VINES	86488356 12/22/2014	4781997 7/28/2015	Vineyard Vines LLC
DESIGN ONLY	86488311 12/22/2014	4781996 7/28/2015	Vineyard Vines LLC
VINEYARD VINES	86167773 1/16/2014	4592543 8/26/2014	Vineyard Vines LLC
SHE THINKS MY PATCHWORK'S PREPPY	86094295 10/17/2013	4804651 9/1/2015	Vineyard Vines LLC
EVERY DAY SHOULD FEEL THIS GOOD	85036779 5/12/2010	4088588 1/17/2012	Vineyard Vines LLC
DESIGN ONLY	85105904 8/12/2010	4088687 1/17/2012	Vineyard Vines LLC
DESIGN ONLY	77809254 8/20/2009	3770964 4/6/2010	Vineyard Vines LLC
DESIGN ONLY	76978096 3/4/2004	3139685 9/5/2006	Vineyard Vines LLC
DESIGN ONLY	76977574 3/4/2004	2969692 7/19/2005	Vineyard Vines LLC
VINEYARD VINES MARTHA'S VINEYARD	76601998 7/9/2004	2991523 9/6/2005	Vineyard Vines LLC
VINEYARD VINES SINCE 1998	76601997 7/9/2004	3043773 1/17/2006	Vineyard Vines LLC
VINEYARD VINES BY SHEP & IAN	76601996 7/9/2004	2991522 9/6/2005	Vineyard Vines LLC
VINEYARD VINES	75532085 8/6/1998	2318245 2/15/2000	Vineyard Vines LLC