

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AM Retail Group, Inc.		08/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	100 Wall Street		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	73812641	PELLE STUDIO	
Serial Number:	85476519	T W TANNERY WEST	
Serial Number:	73458571	THE WALLET WORKS	
Serial Number:	86976965	TW TANNERY WEST	
Serial Number:	86269031	BASS COMPASS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA		
Address Line 1:	885 THIRD AVE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0384		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	08/07/2020		

OP \$140.00 73812641

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 7, 2020, is made by AM RETAIL GROUP, INC., a Delaware corporation (the "Grantor") in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent (the "Collateral Agent") for the noteholders party to the Indenture (as defined below). Unless otherwise defined herein or context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference to them in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Indenture, dated as of August 7, 2020, (as it may be amended or modified from time to time, the "Indenture"), among G-III Apparel Group, Ltd. (the "Company"), the Grantor, the other grantors party thereto, the Collateral Agent and the noteholders, the Grantor, the Collateral Agent and certain other parties entered into that certain Pledge and Security Agreement, dated as of August 7, 2020, (as it may be amended or modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged, assigned and granted a security interest in all of its right, title and interest in, to and under the Collateral, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement, for purposes of recording the security interest in the Trademark Collateral with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interests granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Notes Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those listed in Schedule A annexed hereto, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) 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 thereof;
- (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (e) all rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, the Trademark Collateral does not include, and there shall be no security interest on, any "intent-to-use" trademark or service mark applications 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.

The Grantor and the Collateral Agent acknowledge and agree that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement. The Grantor shall prepare, record and file, at each its own expense, all documents or instruments (and amendments or continuation statements when applicable) with respect to the Trademark Collateral now existing or hereafter created meeting the requirements of the applicable state law in such manner and in such jurisdictions are necessary to perfect and maintain perfected security interest in the Trademark Collateral, and to timely deliver any such documents or other evidence of filing to the Collateral Agent. Notwithstanding anything herein to the contrary, the Collateral Agent shall have no responsibility for preparing, recording, filing, re-recording, or re-filing any document or instrument in any public office or for otherwise ensuring the perfection or maintenance of any security interest granted pursuant to this Agreement.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

It is expressly understood and agreed by the parties hereto that this Agreement is executed and delivered by U.S. Bank National Association, not individually but solely as Collateral Agent under the Indenture, and solely in the exercise of the powers and authority conferred and vested in it under the Indenture and the Security Agreement. The Collateral Agent assumes no responsibility for the correctness of the recitals contained herein and shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Agreement and makes no representation with respect thereto. In connection with the Collateral Agent entering into and in the performance of its duties under any of this Agreement, to the extent not already provided for herein or therein, the Collateral Agent shall be entitled to the benefit of every provision of the Indenture limiting the liability of or affording rights, powers, protections, immunities and indemnities or benefits to the Collateral Agent as if they were expressly set forth therein, mutatis mutandis.

[Remainder of this page intentionally left blank]

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

AM RETAIL GROUP, INC.,

as Grantor

By: 

Name: Neal S. Nackman

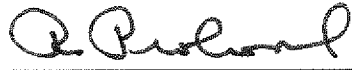
Title: Vice President - Finance

[Signature Page to Trademark Security Agreement - Grantor]

TRADEMARK
REEL: 007017 FRAME: 0451

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Richard Prokosch
Title: Vice President

Schedule A to Trademark Security Agreement (AM Retail Group, Inc.)

[Schedule A to Trademark Security Agreement]

TRADEMARK
REEL: 007017 FRAME: 0453

AM Retail Group, Inc. Trademark Applications and Registrations

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date
United States of America	PELLE STUDIO & Design	73/812,641	7/13/1989	1,584,804	2/27/1990
United States of America	T W TANNERY WEST & Design	85/476,519	11/18/2011	4,799,953	8/25/2015
United States of America	THE WALLET WORKS	73/458,571	12/27/1983	1,345,221	6/25/1985
United States of America	TW TANNERY WEST & Design	86/976,965	10/28/2013	4,814,927	9/15/2015
United States of America	BASS COMPASS	86/269031	05/01/2014	5675467	02/12/2019