

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gabrielle Studio, Inc.		08/07/2020	Corporation: NEW YORK
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: 74			
Property Type	Number	Word Mark	
Serial Number:	85193574	89	
Serial Number:	76371151	89	
Serial Number:	78787504	BODY PERFECT	
Serial Number:	85753288	CASUAL LUXE	
Serial Number:	74294276	DK	
Serial Number:	78286427	DK	
Serial Number:	76098355	DK	
Serial Number:	76208417	DK	
Serial Number:	76098356	DK	
Serial Number:	85801765	DK	
Serial Number:	85794741	DK	
Serial Number:	75979254	DKNY	
Serial Number:	85375579	DKNY	
Serial Number:	85803072	DKNY	
Serial Number:	85758930	DKNY	
Serial Number:	74691479	DKNY	
Serial Number:	75651568	DKNY	
Serial Number:	73828722	DKNY	

OP \$1865.00 85193574

Property Type	Number	Word Mark
Serial Number:	74626363	DKNY
Serial Number:	73814106	DKNY
Serial Number:	85650082	DKNY
Serial Number:	76047748	DKNY
Serial Number:	75554675	DKNY
Serial Number:	74090101	DKNY
Serial Number:	73748075	DKNY
Serial Number:	75293676	DKNY
Serial Number:	86662719	DKNY
Serial Number:	74686125	DKNY
Serial Number:	78390539	DKNY BE DELICIOUS
Serial Number:	78547565	DKNY BE DELICIOUS 100% PURE NEW YORK
Serial Number:	86579312	DKNY BE DESIRED 100% PURE NEW YORK
Serial Number:	86533379	DKNY BE TEMPTED
Serial Number:	78333683	DKNY DONNA KARAN NEW YORK
Serial Number:	74329163	DKNY DONNA KARAN NEW YORK
Serial Number:	76024612	DKNY JEANS
Serial Number:	78444556	DKNY JEANS
Serial Number:	75937699	DKNY JEANS
Serial Number:	87203388	DKNY NECTAR LOVE
Serial Number:	85983955	DKNY PURE
Serial Number:	85888502	DKNYPURE
Serial Number:	86798080	DKNY
Serial Number:	86981525	DKNY
Serial Number:	87347425	DKNY SPORT
Serial Number:	87979820	DKNY SPORT
Serial Number:	87327018	DKNY STORIES
Serial Number:	78498588	DONNA KARAN
Serial Number:	78365522	DONNA KARAN
Serial Number:	78570879	DONNA KARAN
Serial Number:	78365532	DONNA KARAN
Serial Number:	74343516	DONNA KARAN
Serial Number:	78486554	DONNA KARAN
Serial Number:	86663617	DONNA KARAN
Serial Number:	74187423	DONNA KARAN
Serial Number:	76271001	DONNA KARAN BLACK CASHMERE
Serial Number:	86800822	DONNA KARAN CASHMERE AURA
Serial Number:	75482208	DONNA KARAN CASHMERE MIST

Property Type	Number	Word Mark
Serial Number:	87384685	DONNA KARAN CASHMERE VEIL
Serial Number:	86019959	DONNA KARAN LIQUID CASHMERE
Serial Number:	77762487	DONNA KARAN MODERN ICONS
Serial Number:	74294277	DONNA KARAN NEW YORK
Serial Number:	85457505	DONNA KARAN NEW YORK
Serial Number:	73637712	DONNA KARAN NEW YORK
Serial Number:	75651570	
Serial Number:	77798133	FOR A WOMAN BY A WOMAN
Serial Number:	77508963	FRESH BLOSSOM
Serial Number:	85654916	MODERN ICONS DONNA KARAN NEW YORK
Serial Number:	86350085	MYNY DKNY
Serial Number:	87169121	NEW YORK IS THE NEW NEW YORK
Serial Number:	78830170	PUREDKNY
Serial Number:	77691772	DKNY
Serial Number:	86676159	SEVEN EASY PIECES
Serial Number:	77526217	THE DKNY COZY
Serial Number:	75453270	THE OFFICIAL UNIFORM OF NEW YORK
Serial Number:	86533615	URBAN ESSENTIALS

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 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

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 7, 2020, is made by GABRIELLE STUDIO, INC., a New York 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 as 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.

GABRIELLE STUDIO, INC.,

as Grantor

By:



Name: Neal S. Nackman

Title: Chief Financial and Administrative Officer,
Secretary and Treasurer

[Signature Page to Trademark Security Agreement - Grantor]

TRADEMARK
REEL: 007017 FRAME: 0482

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 (Gabrielle Studio, Inc.)

[Schedule A to Trademark Security Agreement]

TRADEMARK
REEL: 007017 FRAME: 0484

GABRIELLE STUDIO, INC. TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Mark	Appl. No	App. Date	Reg. Date	Reg. No
United States of America	89	85193574	Dec 8 2010	May 10 2016	4956072
United States of America	89	76371151	Feb 19 2002	Jun 8 2004	2851417
United States of America	BODY PERFECT	78787504	Jan 9 2006	Oct 9 2007	3309376
United States of America	CASUAL LUXE	85753288	Oct 12 2012	Sep 9 2014	4602054
United States of America	DK	74294276	Jul 14 1992	Nov 2 1993	1802526
United States of America	DK	78286427	Aug 12 2003	Nov 13 2007	3335844
United States of America	DK	76098355	Jul 27 2000	Jun 18 2002	2583497
United States of America	DK	76208417	Feb 12 2001	Aug 12 2003	2750929
United States of America	DK (Stylized)	76098356	Jul 27 2000	Jul 30 2002	2602259
United States of America	DK (Stylized)	85801765	Dec 13 2012	Nov 19 2013	4435178
United States of America	DK (Stylized)	85794741	Dec 4 2012	Jun 9 2015	4750299
United States of America	DKNY	75979254	May 19 1997	Jun 13 2000	2358744
United States of America	DKNY	85375579	Jul 19 2011	Oct 21 2014	4625225
United States of America	DKNY	85803072	Dec 14 2012	Sep 6 2016	5036766
United States of America	DKNY	85758930	Oct 19 2012	Nov 19 2013	4435041
United States of America	DKNY	74691479	Jun 21 1995	Feb 20 1996	1958158
United States of America	DKNY	75651568	Mar 2 1999	Jul 16 2002	2594717
United States of America	DKNY	73828722	Oct 2 1989	Jul 24 1990	1607425
United States of America	DKNY	74626363	Jan 27 1995	Jan 23 1996	1951022
United States of America	DKNY	73814106	Jul 24 1989	Mar 13 1990	1586768
United States of America	DKNY	85650082	Jun 12 2012	Mar 1 2016	4909028
United States of America	DKNY	76047748	May 10 2000	Oct 15 2002	2636433
United States of America	DKNY	75554675	Sep 17 1998	Jul 17 2001	2470110
United States of America	DKNY	74090101	Aug 21 1990	Jun 4 1991	1646910
United States of America	DKNY	73748075	Aug 24 1988	Sep 5 1989	1554808
United States of America	DKNY	75293676	May 19 1997	Jul 30 2002	2601327

Schedule A

Country	Mark	Appl. No	App. Date	Reg. Date	Reg. No
United States of America	DKNY	86662719	Jun 15 2015	Nov 10 2015	4851435
United States of America	DKNY	74686125	Jun 9 1995	Nov 10 1998	2203071
United States of America	DKNY BE DELICIOUS	78390539	Mar 25 2004	Jan 26 2010	3742524
United States of America	DKNY BE DELICIOUS 100% NEW YORK and Design	78547565	Jan 14 2005	Nov 23 2010	3881726
United States of America	DKNY BE DESIRED 100% PURE NEW YORK and Design	86579312	Mar 27 2015	Apr 26 2016	4947747
United States of America	DKNY BE TEMPTED	86533379	Feb 12 2015	Nov 1 2016	5073986
United States of America	DKNY DONNA KARAN NEW YORK New Logo	78333683	Nov 26 2003	Apr 25 2006	3086192
United States of America	DKNY DONNA KARAN NEW YORK Old Logo	74329163	Nov 5 1992	Jul 27 1993	1784213
United States of America	DKNY JEANS	76024612	Apr 13 2000	Jun 11 2002	2579817
United States of America	DKNY JEANS	78444556	Jul 1 2004	Sep 6 2005	2992294
United States of America	DKNY JEANS	75937699	Mar 7 2000	Jun 11 2002	2579723
United States of America	DKNY NECTAR LOVE	87203388	Oct 14 2016	Apr 24 2018	5454394
United States of America	DKNY PURE	85983955	Mar 27 2013	May 17 2016	4960587
United States of America	DKNYPURE	85888502	Mar 27 2013	Dec 13 2016	5100596
United States of America	DKNY Ribbon Logo	86798080	Oct 23 2015	Jul 25 2017	5251771
United States of America	DKNY Ribbon Logo	86981525	Oct 23 2015	Mar 28 2017	5172991
United States of America	DKNY SPORT	87347425	Feb 23 2017	Nov 27 2018	5618137
United States of America	DKNY SPORT Logo	87979820	Aug 2 2017	Mar 1 2019	5699406
United States of America	DKNY STORIES	87327018	Feb 7 2017	Sep 11 2018	5561872
United States of America	DONNA KARAN	78498588	Oct 12 2004	Aug 15 2006	3130963
United States of America	DONNA KARAN	78365522	Feb 10 2004	Nov 8 2005	3014041
United States of America	DONNA KARAN	78570879	Feb 18 2005	Nov 29 2005	3021023
United States of America	DONNA KARAN	78365532	Feb 10 2004	Mar 14 2006	3069157
United States of America	DONNA KARAN	74343516	Dec 28 1992	Aug 31 1993	1790498
United States of America	DONNA KARAN	78486554	Sep 20 2004	Nov 1 2005	3011483
United States of America	DONNA KARAN	86663617	Jun 16 2015	Jan 19 2016	4889271

Schedule A

Country	Mark	Appl. No	App. Date	Reg. Date	Reg. No
United States of America	DONNA KARAN	74187423	Jul 22 1991	Jun 9 1992	1692152
United States of America	DONNA KARAN BLACK CASHMERE	76271001	Jun 13 2001	Mar 18 2003	2698535
United States of America	DONNA KARAN CASHMERE AURA	86800822	Oct 27 2015	May 16 2017	5205638
United States of America	DONNA KARAN CASHMERE MIST	75482208	May 8 1998	Aug 8 2000	2375843
United States of America	DONNA KARAN CASHMERE VEIL	87384685	Mar 24 2017	Jan 16 2018	5382431
United States of America	DONNA KARAN LIQUID CASHMERE	86019959	Jul 25 2013	Nov 25 2014	4646108
United States of America	DONNA KARAN MODERN ICONS	77762487	Jun 17 2009	Sep 11 2012	4206274
United States of America	DONNA KARAN NEW YORK	74294277	Jul 14 1992	May 3 1994	1834261
United States of America	DONNA KARAN NEW YORK	85457505	Oct 27 2011	Jun 26 2012	4164237
United States of America	DONNA KARAN NEW YORK	73637712	Dec 29 1986	Sep 29 1987	1459172
United States of America	Double D Logo	75651570	Mar 2 1999	Aug 19 2003	2753367
United States of America	FOR A WOMAN BY A WOMAN	77798133	Aug 5 2009	Feb 25 2014	4488707
United States of America	FRESH BLOSSOM	77508963	Jun 26 2008	Aug 18 2009	3670601
United States of America	MODERN ICONS DONNA KARAN NEW YORK Logo	85654916	Jun 18 2012	Mar 1 2016	4909032
United States of America	MY NY DKNY and Heart Design	86350085	Jul 28 2014	May 3 2016	4952077
United States of America	NEW YORK IS THE NEW NEW YORK	87169121	Sep 13 2016	Oct 24 2017	5318412
United States of America	PUREDKNY	78830170	Mar 6 2006	Dec 19 2006	3187361
United States of America	Repeating DKNY "Town and Country" Fabric Design	77691772	Mar 16 2009	Sep 1 2009	3676442
United States of America	SEVEN EASY PIECES	86/676159	Jun 26 2015	Jul 23 2019	5813758
United States of America	THE DKNY COZY	77526217	Jul 18 2008	Oct 5 2010	3857399
United States of America	THE OFFICIAL UNIFORM OF NEW YORK	75453270	Mar 19 1998	Jul 30 2002	2601384
United States of America	URBAN ESSENTIALS	86533615	Feb 12 2015	Aug 25 2015	4799774