

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G-III LEATHER FASHIONS, INC.		08/07/2020	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	270 Park Avenue, Attn: ABL Portfolio Manager
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	87333153	4HER
Serial Number:	85968304	ANDREW MARC
Serial Number:	86875827	ANDREW MARC
Serial Number:	87334154	ANDREW MARC
Serial Number:	87172536	FOR HARD SERVICE
Serial Number:	86282147	GIII
Serial Number:	86982476	GIII
Serial Number:	87335770	GIII 4HER BY CARL BANKS
Serial Number:	87923294	HARPER ROSE
Serial Number:	88296552	JH EVENINGS
Serial Number:	86740611	LAURA JEFFRIES
Serial Number:	87172920	MARC NEW YORK
Serial Number:	85808365	MARC NEW YORK ANDREW MARC
Serial Number:	88040993	MNY
Serial Number:	87172747	QUAIL HUNTER
Serial Number:	86297922	SPORTS 58
Serial Number:	88689386	TOUCH
Serial Number:	88787833	TOUCH
Serial Number:	87151083	TOUCH STADIUM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87155438	TOUCH STADIUM BY ALYSSA MILANO
Serial Number:	86423857	WILLOW GLENN

**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 4:** Chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	049067-0152 HP
<b>NAME OF SUBMITTER:</b>	Heather Poitras
<b>SIGNATURE:</b>	/hp/
<b>DATE SIGNED:</b>	08/07/2020

**Total Attachments: 6**

- source=GIII - Trademark Security Agreement (G-III Leather Fashions, Inc.) (2020)\_117349167\_1\_0#page1.tif
- source=GIII - Trademark Security Agreement (G-III Leather Fashions, Inc.) (2020)\_117349167\_1\_0#page2.tif
- source=GIII - Trademark Security Agreement (G-III Leather Fashions, Inc.) (2020)\_117349167\_1\_0#page3.tif
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## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 7, 2020, between G-III LEATHER FASHIONS, INC., a New York corporation (the "Grantor"), and JPMORGAN CHASE BANK, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the borrowers from time to time party thereto (the "Borrowers"), the loan guarantors from time to time party thereto (the "Loan Guarantors"); and together with the Borrowers, the "Loan Parties"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties;

WHEREAS pursuant to that certain Second Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Loan Parties from time to time party thereto and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor, as Borrower, under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

#### **Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### **Section 2. Grant of Security Interest in Trademarks**

The Grantor hereby pledges, assigns, and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks, including (a) the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired, and the goodwill of the business symbolized by the foregoing; (b) all

licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) 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; (e) 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 (f) all rights corresponding to any of the foregoing throughout the world. (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral does not include 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.

### **Section 3. Security for Obligations**

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

### **Section 4. Security Agreement**

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

### **Section 5. Recordation**

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

### **Section 6. Miscellaneous**

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


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.

[Remainder of this page intentionally left blank]

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

GRANTOR:

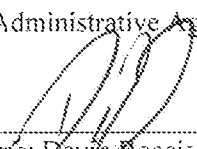
G-III LEATHER FASHIONS, INC.

By: 

Name: Neal S. Nackman

Title: Vice President, Finance

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

By:   
Name: Devia Roccisano  
Title: Executive Director

**SCHEDULE A**  
**TO**  
**SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS**

Trademark/Image	Application Number Application Date	Registration Number Registration Date
4HER (Stylized) 	87333153 February 13, 2017	5770160 June 4, 2019
ANDREW MARC	85968304 June 24, 2013	5186727 April 18, 2017
ANDREW MARC	86875827 January 14, 2016	5807174 July 16, 2019
ANDREW MARC	87334154 February 13, 2017	5602075 November 6, 2018
FOR HARD SERVICE	87172536 September 15, 2016	6042855 April 28, 2020
GIII	86282147 May 15, 2014	5530438 July 31, 2018
GIII	86982476 May 15, 2014	5252039 July 25, 2017
GIII 4HER BY CARL BANKS	87335770 February 14, 2017	5776028 June 11, 2019
HARPER ROSE	87923294 May 16, 2018	5743473 May 7, 2019
JH EVENINGS	88296552 February 11, 2019	5994025 February 25, 2020
LAURA JEFFRIES	86740611 August 28, 2015	5697623 March 12, 2019

Trademark/Image	Application Number Application Date	Registration Number Registration Date
MARC NEW YORK	87172920 September 15, 2016	5638443 December 25, 2018
MARC NEW YORK ANDREW MARC	85808365 December 20, 2012	5064507 October 18, 2016
MNY	88040993 July 17, 2018	--
QUAIL HUNTER	87172747 September 15, 2016	5320690 October 31, 2017
SPORTS 58 and Design 	86297922 June 2, 2014	5237409 July 4, 2017
TOUCH and Design 	88689386 November 12, 2019	--
TOUCH	88787833 February 6, 2020	--
TOUCH STADIUM	87151083 August 25, 2016	5459782 May 1, 2018
TOUCH STADIUM BY ALYSSA MILANO (Stylized) 	87155438 August 30, 2016	5459796 May 1, 2018
WILLOW GLENN	86423857 October 14, 2014	5350888 December 5, 2017