

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paul Stuart, Inc.		09/24/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Mitsui & Co., Ltd.		
Street Address:	2-1, Otemachi 1-chome, Chiyoda-ku		
City:	Tokyo		
State/Country:	JAPAN		
Postal Code:	100-8631		
Entity Type:	Corporation: JAPAN		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5943445	PAUL STUART	
Registration Number:	5943447	PAUL STUART	
Registration Number:	5943446	PAUL STUART	
Registration Number:	5839841	CUSTOMLAB	
Registration Number:	5839486	MADE ON MADISON	
Registration Number:	4192064	PHINEAS COLE	
Registration Number:	4102600	PAUL STUART	
Registration Number:	3463904	PHINEAS COLE	
Registration Number:	3408400	PAUL STUART	
Registration Number:	3900866	PHINEAS COLE	
Registration Number:	1470742	STUART'S CHOICE	
Registration Number:	1187647		
Registration Number:	1176308	PAUL STUART	
Registration Number:	994756	PAUL STUART	
Serial Number:	88734740	PAUL STUART	
Serial Number:	88734728	PHINEAS COLE	
Serial Number:	88734748	PAUL STUART	
CORRESPONDENCE DATA			

CH \$440.00 5943445

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Zahra J. Khosrovi Sowder, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Zahra J. Khosrovi Sowder
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SIGNATURE:	/Zahra J. Khosrovi Sowder/
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DATE SIGNED:	09/25/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 24, 2020 (the *Effective Date*), made by and between PAUL STUART, INC. (*Grantor*) and MITSUI & CO., LTD. (*Mitsui* each as *Lender* and as *Administrative Agent*).

WHEREAS, the Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in that Term Loan Credit and Security Agreement, dated as of September 24, 2020, by and among Borrower and Mitsui, as Lender and as Administrative Agent (the *Loan and Security Agreement*).

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor granted a Security Interest to the Lender in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Defined Terms

All capitalized terms used in this Trademark Security Agreement and not otherwise defined herein will have the meanings assigned to them in the Loan and Security Agreement.

2. Supplement to Security Agreement

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

3. Security Interest and Collateral

To secure the payment and performance in full of the Obligations under this Trademark Security Agreement and the other Loan Documents, the Grantor hereby grants Lender a security interest in in all of such Grantor's right, title and interest in, to and under the Patents listed on Schedule 1 attached hereto (collectively, the *Trademark Collateral*). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

4. Recordation

Grantor authorizes the Commissioner of Patents and Trademarks in the USPTO and any other government officials to record and register this Trademark Security Agreement upon request by any Lender.

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5. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Notices and other communications may be delivered electronically (including by e-mail) and will be effective upon receipt, except that any record required to be signed, executed or authenticated will only be effective when authenticated and delivered by electronic imaging means (e.g., .pdf or .tiff).


6. Recordation

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

[Remainder of page left intentionally blank]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

PAUL STUART, INC.,
as Grantor

By: 
Name: Paulette Garafalo
Title: President/CEO

[signatures continue on following page]

MITSUI & CO., LTD.,
as Lender and Administrative Agent

By: 
Name: ~~M. HAVASHI~~
Title: GENERAL MANAGER
FASHION & TEXTILE BUSINESS DIV.
RETAIL BUSINESS UNIT

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**SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARKS

MARK	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	GRANTOR
PAUL STUART	88461791	6-Jun-19	5943445	24-Dec-19	Paul Stuart, Inc.
PAUL STUART	88461794	6-Jun-19	5943447	24-Dec-19	Paul Stuart, Inc.
PAUL STUART	88461793	6-Jun-19	5943446	24-Dec-19	Paul Stuart, Inc.
CUSTOMLAB	88341216	15-Mar-19	5839841	20-Aug-19	Paul Stuart, Inc.
MADE ON MADISON	88296449	11-Feb-19	5839486	20-Aug-19	Paul Stuart, Inc.
PHINEAS COLE	85977098	8-Nov-10	4192064	14-Aug-12	Paul Stuart, Inc.
PAUL STUART	85429728	22-Sep-11	4102600	21-Feb-12	Paul Stuart, Inc.
PHINEAS COLE	77975564	9-Nov-06	3463904	8-Jul-08	Paul Stuart, Inc.
PAUL STUART	77219192	29-Jun-07	3408400	8-Apr-2008	Paul Stuart, Inc.
PHINEAS COLE	77040824	9-Nov-06	3900866	4-Jan-11	Paul Stuart, Inc.
STUART'S CHOICE	73659339	7-May-87	1470742	29-Dec-87	Paul Stuart, Inc.
	73249192	7-Feb-80	1187647	26-Jan-82	Paul Stuart, Inc.
PAUL STUART	73237990	5-Nov-79	1176308	3-Nov-81	Paul Stuart, Inc.
PAUL STUART	72453775	9-Apr-73	994756	1-Oct-74	Paul Stuart, Inc.

TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	GRANTOR
PAUL STUART	88734740	20-Dec-19			Paul Stuart, Inc.
PHINEAS COLE	88734728	20-Dec-19			Paul Stuart, Inc.
PAUL STUART	88734748	20-Dec-19			Paul Stuart, Inc.