

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien IP Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Alliance USA, Inc.		10/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association, as Second Lien Collateral Agent		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Association: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	73444268	DONNKENNY	
Serial Number:	72132858	DONNKENNY	
Serial Number:	71481889	DONNKENNY	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	484804		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	10/26/2020		
Total Attachments: 15			
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 23, 2020, among GBG USA INC., JIMLAR CORPORATION, PACIFIC ALLIANCE USA, INC., and GBG SEAN JOHN LLC (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”), and HSBC BANK USA, NATIONAL ASSOCIATION, as collateral agent for the Second Lien Secured Parties (in such capacity, the “**Second Lien Collateral Agent**”).

RECITALS

- (A) GBG USA INC., a Delaware corporation (“**Borrower**”), GLOBAL BRANDS GROUP HOLDING LTD., an exempted company organized and existing under the laws of Bermuda (“**Guarantor**”), the financial institutions party thereto as lenders (each individually referred to as a “**Second Lien Lender**” and collectively as “**Second Lien Lenders**”), HSBC BANK USA, NATIONAL ASSOCIATION, as the Second Lien Collateral Agent for the Second Lien Lenders and the other parties thereto are parties to a Second Lien Guaranty dated October 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Second Lien Guaranty**”).
- (B) Grantors are party to a Second Lien Pledge and Security Agreement, dated as of October 23, 2020, in favor of the Second Lien Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Second Lien Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Second Lien Facilities, the Second Lien Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

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

Section 2 Grant of Second Lien Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Second Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Second Lien Collateral Agent, for its benefit and for the benefit of the Second Lien Secured Parties, a continuing security interest in and lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Copyrights, including those referred to on Schedule I hereto;
- (b) all Patents, including those referred to on Schedule II hereto;
- (c) all Trademarks, including those referred to on Schedule III hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all Intellectual Property Licenses to which such Grantor is a party;
- (e) all reissues, continuations or extensions of the foregoing; and

- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed Copyright, Trademark or Patent, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include, and no Grantor will be deemed to have granted, a Second Lien Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Second Lien Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Second Lien Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Second Lien Pledge and Security Agreement, the Second Lien Pledge and Security Agreement shall control.

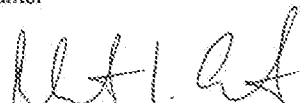
Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, each Grantor has caused this Second Lien Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

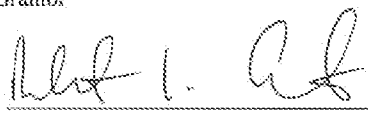
GBG USA INC.,
as Grantor

By: 
Name: Robert K. Smits
Title: EVP and Secretary

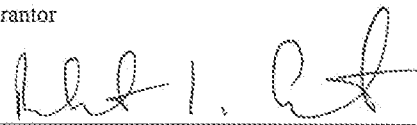
JIMLAR CORPORATION,
as Grantor

By: 
Name: Robert K. Smits
Title: EVP and Secretary

PACIFIC ALLIANCE USA, INC.,
as Grantor

By: 
Name: Robert K. Smits
Title: EVP and Secretary

GBG SEAN JOHN LLC,
as Grantor

By: 
Name: Robert K. Smits
Title: EVP and Secretary

ACCEPTED AND AGREED:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Second Lien Collateral Agent

By: *Arusha Pantley*
Name: *Arusha Pantley*
Title: *VP*

**SCHEDULE I TO THE SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

COPYRIGHT REGISTRATIONS

Copyrights

Grantor	Title	Reg. No. or Appln. No.	Date
N/A			

**SCHEDULE II TO THE SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

PATENT REGISTRATIONS

Patents

Grantor	Title	Reg. No. or Appln. No.	Date
N/A			

**SCHEDULE III TO THE SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

TRADEMARK REGISTRATIONS

Trademarks

Grantor	Mark	Reg. No. or Appln. No.	Date
GBG Sean John LLC	3AM	86/220,245	08/11/2015
GBG Sean John LLC	3AM	1670065	4/19/2017
GBG Sean John LLC	3AM ANYTHING CAN HAPPEN	86/512,887	05/03/2016
GBG Sean John LLC	Bottle Design I	77/424,505	03/30/2010
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	E EMMA JAMES (stylized)	75/977,252	10/06/1998
GBG Sean John LLC	EE ENYCE Design III	86/624,009	05/29/2018
GBG Sean John LLC	EE ENYCE DESIGN III	1753921	6/26/2019
GBG Sean John LLC	EE ENYCE Design III Dotted	86/624,017	01/02/2018
GBG Sean John LLC	EE ENYCE DESIGN III DOTTED	1753920	6/26/2019
GBG Sean John LLC	EE ENYCE DESIGN III DOTTED	1284191	11/9/2015
GBG Sean John LLC	ENYCE	1549253	5/17/2017
GBG Sean John LLC	ENYCE	1249425	04/07/2015
GBG Sean John LLC	ENYCE	000786012	08/03/1999
GBG Sean John LLC	ENYCE	003796067	07/28/2005
GBG Sean John LLC	ENYCE (STYLIZED) II	000943662	04/19/2001
GBG Sean John LLC	EE ENYCE DESIGN	1284192	11/9/2015
GBG Sean John LLC	EE ENYCE DESIGN II	1549254	2/15/2013
GBG Sean John LLC	EE ENYCE DESIGN II	39724577	10/08/1997
GBG Sean John LLC	EE ENYCE DESIGN II	078621998	04/07/1999

Grantor	Mark	Reg. No. or Appln. No.	Date
GBG Sean John LLC	EE ENYCE AND DESIGN	1708678	01/08/2018
GBG Sean John LLC	EE ENYCE AND DESIGN	1708679	01/08/2018
GBG Sean John LLC	enyce & device	000802553	08/09/1999
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	EMMA JAMES	75/978,969	04/25/2000
GBG Sean John LLC	ENYCE	77/820,299	11/19/2013
GBG Sean John LLC	ENYCE	86/581,144	05/31/2016
GBG Sean John LLC	ENYCE	78/977,198	09/12/2006
GBG Sean John LLC	ENYCE	75/976,355	09/02/1997
GBG Sean John LLC	ENYCE	585942004	02/15/2005
GBG Sean John LLC	LADY ENYCE	563052004	01/20/2005
GBG Sean John LLC	ENYCE SPORT and Design	85/411,858	06/30/2015
GBG Sean John LLC	ENYCE SPORT AND DESIGN	010265445	02/17/2012
GBG Sean John LLC	ENYCE Stacked Design	77/831,481	11/12/2013
GBG Sean John LLC	ENYCE Stacked Design	77/982,760	01/17/2012
GBG USA Inc.	GLOBAL BRANDS GROUP & Design	86/449,519	10/18/2016
GBG USA Inc.	GLOBAL BRANDS GROUP & DESIGN	1700481	5/24/2016
GBG USA Inc.	GLOBAL BRANDS GROUP & DESIGN	T1417683F	06/04/2015
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	15315895	10/21/2015
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	15315896	10/21/2015
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	144096606	06/10/2014

Grantor	Mark	Reg. No. or Appln. No.	Date
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	3020140428830	07/16/2014
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	3020140711907	04/16/2015
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	302941821	08/22/2014
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	FI2014C000496	06/09/2016
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	FI2014C001489	06/08/2016
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	2014046447	01/23/2015
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	T1404813G	09/17/2014
GBG USA INC.	GLOBAL BRANDS GROUP (AND DESIGN)	538282014	04/09/2014
GBG USA INC.	GLOBAL BRANDS GROUP & DESIGN	144130287	10/31/2014
GBG USA INC.	GLOBAL BRANDS GROUP & DESIGN	303195793	08/06/2015
GBG USA INC.	GLOBAL BRANDS GROUP & DESIGN	2014094435	09/18/2015
GBG USA INC.	GLOBAL BRANDS GROUP & DESIGN	628192014	01/16/2015
GBG USA INC.	GLOBAL BRANDS GROUP (Design) (Series of 2)	UK00003058610	10/24/2014
GBG USA INC.	GLOBAL BRANDS GROUP (Design) (Series of 2)	UK00003082333	11/13/2014
GBG USA INC.	GLOBAL BRANDS GROUP & DESIGN (BLACK LETTERING OVER A WHITE BACKGROUND)	15726381	7/21/2016
GBG USA INC.	GLOBAL BRANDS GROUP & DESIGN	15726382	7/21/2016

Grantor	Mark	Reg. No. or Appl. No.	Date
	(WHITE LETTERING OVER A BLACK BACKGROUND)		
GBG USA INC.	GLOBAL BRANDS GROUP	144083376	04/11/2014
GBG USA INC.	GLOBAL BRANDS GROUP	302941867	05/05/2015
GBG USA INC.	GLOBAL BRANDS GROUP	FI2014C000494	06/09/2016
GBG USA INC.	GLOBAL BRANDS GROUP	2014028048	11/21/2014
GBG USA INC.	GLOBAL BRANDS GROUP	T1404811J	09/17/2014
GBG USA INC.	MAGNAREADY	85685447	06/04/2013
GBG USA INC.	MAGNAMINI	85790356	03/25/2014
GBG USA INC.	MAGNACLICK	87011184	05/09/2017
GBG USA INC.	STRESS SHIRT SHIRTING	86887818	07/25/2017
GBG USA INC.	STRESS FREE SUITS	87152083	08/26/2016 (filing date of pending application)
GBG USA INC.	STRESS FREE STRETCH	87274360	09/25/2018
GBG USA INC.	THE ORIGINAL MAGNETIC SHIRT COMPANY	87569798	03/27/2018
GBG USA INC.	THE ORIGINAL MAGNETIC APPAREL COMPANY	87717878	09/11/2018
GBG USA INC.	STRESS FREE APPAREL	87784263	05/21/2019
GBG USA INC.	STRESS FREE SLEEPWARE	87793614	02/12/2018 (allowed date)
GBG Sean John LLC	I AM KING	77/370,526	05/04/2010
GBG Sean John LLC	I AM KING	77/976,479	03/03/2009
GBG Sean John LLC	I AM KING OF MIAMI	85/031,483	07/24/2012

Grantor	Mark	Reg. No. or Appln. No.	Date
GBG Sean John LLC	I AM KING SEAN JOHN	77/368,603	05/04/2010
GBG Sean John LLC	I AM KING SEAN JOHN	77/976,485	03/03/2009
GBG Sean John LLC	I AM KING SEAN JOHN	6610984	01/20/2009
GBG Sean John LLC	I AM KING SEAN JOHN	783319	02/12/2009
GBG Sean John LLC	I AM KING SEAN JOHN	200801186	05/13/2008
GBG Sean John LLC	I AM KING SEAN JOHN	510262008	07/07/2008
GBG Sean John LLC	SHE IS KING SEAN JOHN	809564	01/21/2010
Jimlar Corporation	POLYSTRIDE	85/520,489	04/22/2014
Jimlar Corporation	RJ COLT	77/570,304	06/09/2009
Jimlar Corporation	RJ COLT & Design	74/061,380	06/23/1998
Jimlar Corporation	MOUNTREK	1454142	10/21/2011
GBG Sean John LLC	SEAN JOHN	77/435,986	09/12/2017
GBG Sean John LLC	SEAN JOHN	75/561,843	10/28/2003
GBG Sean John LLC	SEAN JOHN	75/979,813	07/03/2001
GBG Sean John LLC	SEAN JOHN	78/235,399	04/29/2008
GBG Sean John LLC	SEAN JOHN	78/977,399	10/17/2006
GBG Sean John LLC	SEAN JOHN	78/979,148	11/20/2007
GBG Sean John LLC	SEAN JOHN	77/435,986	09/12/2017
GBG Sean John LLC	SEAN JOHN	77/627,566	01/05/2010
GBG Sean John LLC	SEAN JOHN	116555	08/13/2002
GBG Sean John LLC	SEAN JOHN	756544	08/04/2000
GBG Sean John LLC	SEAN JOHN	200405521	06/27/2005
GBG Sean John LLC	SEAN JOHN	534292004	06/30/2004
GBG Sean John LLC	SEAN JOHN (Stylized Signature I)	75/979,883	11/28/2000

Grantor	Mark	Reg. No. or Appln. No.	Date
GBG Sean John LLC	SEAN JOHN (Stylized Signature II)	86/801,982	08/15/2017
GBG Sean John LLC	SEAN JOHN (Stylized Signature II)	78/977,506	10/24/2006
GBG Sean John LLC	SEAN JOHN (STYLIZED SIGNATURE II)	005620505	10/09/2008
GBG Sean John LLC	SJ and Design	78/694,668	08/28/2007
GBG Sean John LLC	SJ DREAM BIG	86/636,585	05/20/2015 (filing date of pending application)
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	TAPEMEASURE	73/725,055	11/29/1988
GBG Sean John LLC	UNFORGIVABLE	78/641,212	10/23/2007
GBG Sean John LLC	UNFORGIVABLE	78/978,810	09/18/2007
GBG Sean John LLC	UNFORGIVABLE	004484325	06/20/2006
GBG Sean John LLC	UNFORGIVABLE	746331	10/12/2006
GBG Sean John LLC	UNFORGIVABLE	555742005	09/29/2005
GBG USA INC.	Global Brands Group	86/779519	10/18/2016
GBG Sean John LLC	UNFORGIVABLE SEAN JOHN	3663882	11/27/2007
GBG Sean John LLC	UNFORGIVABLE SEAN JOHN	177848	09/13/2007
GBG Sean John LLC	UNFORGIVABLE SEAN JOHN (STYLIZED)	200600320	08/17/2006
GBG Sean John LLC	SEAN JOHN UNFORGIVABLE	004461455	06/20/2006
GBG Sean John LLC	UNFORGIVABLE ELECTRIC	012567129	03/06/2014
GBG Sean John LLC	SEAN JOHN DENIM	017417635	02/25/2018
GBG Sean John LLC	SEAN JOHN DENIM	V0106718	11/30/2017
GBG Sean John LLC	SEAN JOHN JEANS	34602000	08/10/2000

Grantor	Mark	Reg. No. or Appl. No.	Date
	COMPANY		
GBG Sean John LLC	VOTE OR DIE	88679181	11/04/2019 (filing date of pending application)
PACIFIC ALLIANCE USA, INC.	Donnkenny	73/444268	04/02/1985
PACIFIC ALLIANCE USA, INC.	DONNYKENNY (STYLIZED)	73444268	07/02/1985
PACIFIC ALLIANCE USA, INC.	Donnkenny	72/132858	04/23/1963
PACIFIC ALLIANCE USA, INC.	Donnkenny	71/481889	10/16/1945
PACIFIC ALLIANCE USA, INC.	B NY BRAND	90165245	09/08/2020 (filing date of pending application)
JIMLAR CORPORATION	RJ Colt	77/570304	06/09/2009
JIMLAR CORPORATION	RJ COLT & DESIGN	669493	03/24/1995
JIMLAR CORPORATION	RJ COLT & DESIGN	VA199202000	05/13/1994
JIMLAR CORPORATION	RJ COLT & DESIGN	J26217	04/01/1992
JIMLAR CORPORATION	RJ COLT & DESIGN	RM2011C001634	05/25/2011
JIMLAR CORPORATION	RJ COLT & DESIGN	RM91000882	12/16/1993
JIMLAR CORPORATION	RJ COLT AND DESIGN	RM2011C001634	05/23/2014
JIMLAR CORPORATION	RJC	76/176096	08/20/2002
JIMLAR CORPORATION	Built for Life	74/368037	12/27/1994

Grantor	Mark	Reg. No. or Appln. No.	Date
JIMLAR CORPORATION	Nothing Tougher	74/368039	04/23/1996
JIMLAR CORPORATION	Real Waterproof	75/308449	09/29/1998
GBG USA Inc. - JIMLAR	MOUNTREK	VD120206	05/29/2002
GBG USA Inc. - JIMLAR	MOUNTREK	SD200504	05/29/2002
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	E Emma James	75977252	10/06/1998
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	Emma James	75978969	04/25/2000
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	Intuitions	74419692	12/10/1996
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	Tapemeasure	73725055	11/29/1988
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	JH Collectibles	73449460	04/09/1985
GBG USA Inc. (f/k/a The Millwork Trading Co., Ltd. D/B/A Li & Fung USA)	COS COB	72251945	05/25/1967
LF USA, Inc. (n/k/a	JH COLLECTIBLES &	0481000	2/4/1983

Grantor	Mark	Reg. No. or Appln. No.	Date
GBG USA Inc.)*	DESIGN		
LF USA, Inc. (n/k/a GBG USA Inc.)*	JH COLLECTIBLES	0727767	3/15/1996
LF USA, Inc. (n/k/a GBG USA Inc.)*	JH COLLECTIBLES	0727769	11/10/1995
LF USA, Inc. (n/k/a GBG USA Inc.)*	JH COLLECTIBLES	0727773	12/15/1995
LF USA, Inc. (n/k/a GBG USA Inc.)*	JH & DESIGN	0727792	9/1/1995
LF USA, Inc. (n/k/a GBG USA Inc.)*	JH & DESIGN	0727793	8/11/1995
LF USA, Inc. (n/k/a GBG USA Inc.)*	JH & DESIGN	0727794	5/17/1996
LF USA, Inc. (n/k/a GBG USA Inc.)*	JHC	0750570	3/15/1996

* Still listed under former GBG USA Inc. name.