

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
James Perse Enterprises, Inc.		09/08/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	86174726	JAMES PERSE	
Serial Number:	86174811	JAMES PERSE	
Serial Number:	85037496	Y	
Serial Number:	85038117	Y	
Serial Number:	77935861	Y/OSEMITE JAMES PERSE	
Serial Number:	78673878	JAMES PERSE LOS ANGELES	
Serial Number:	78670684	JAMES PERSE	
Serial Number:	78592887	JP	
Serial Number:	76591654	JAMES PERSE	
Serial Number:	76591655	JAMES PERSE	
Serial Number:	76591656	JAMES PERSE	
Serial Number:	75386990	JP CLASSICS	
Serial Number:	75387050	JAMES PERSE	
Serial Number:	77935866	Y/OSEMITE JAMES PERSE	
Serial Number:	88761805	JAMES PERSE SIDE KITCHEN	
Serial Number:	78684446	JAMES	
Serial Number:	78657419	STANDARD JAMES PERSE	
CORRESPONDENCE DATA			

CH \$440.00 86174726

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
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SIGNATURE:	/Raquel Haleem/
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DATE SIGNED:	09/09/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 8, 2021 (this "Trademark Security Agreement"), is made by JAMES PERSE ENTERPRISES, INC., a California corporation ("Grantor") in favor of Alter Domus (US) LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of September 8, 2021 by and among James Perse Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), JAMES PERSE ENTERPRISES, INC., a California corporation (the "Company"), certain subsidiaries of the Company as guarantors thereto, the Administrative Agent, the Revolving Agent, the Collateral Agent, and the other banks and financial institutions from time to time party thereto (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Company upon the terms and conditions set forth therein, to the Company;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Company under the Credit Agreement, Grantor entered into a Pledge and Security Agreement dated as of September 8, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") among Grantor, certain Affiliates of Grantor and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor agreed to execute this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties 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 is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, all of Grantor's right, title and interest in and to the following property, in each case, wherever located and now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

all domestic trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue and otherwise recover for any past, present and future infringement, dilution, and other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance 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 Agreement

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

SECTION 4. Governing Law

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 AND 5.-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 5. Counterparts

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by

facsimile or other electronic transmission (e.g. "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

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

JAMES PERSE ENTERPRISES, INC.,
as Grantor


By: _____

Name: James Perse

Title: President, Chief Executive Officer and
Secretary

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
JAMES PERSE	86174726	1/24/14	4612881	9/30/14
JAMES PERSE	86174811	1/24/14	5291296	9/19/17
Y	85037496	5/13/10	4280164	1/22/13
Y	85038117	5/13/10	4289405	2/12/13
Y/OSEMITE JAMES PERSE	77935861	2/15/10	4292658	2/19/13
JAMES	78684446	8/3/05	6126771	8/18/20
JAMES PERSE LOS ANGELES	78673878	7/19/05	3183034	12/12/06
JAMES PERSE	78670684	7/14/05	3183015	12/12/06
STANDARD JAMES PERSE	78657419	6/23/05	3182952	12/26/06
JP	78592887	3/22/05	3068106	3/14/06
JAMES PERSE	76591654	5/12/04	3616400	5/5/09
JAMES PERSE	76591655	5/12/04	3540598	12/2/08
JAMES PERSE	76591656	5/12/04	3537429	11/25/08
JP CLASSICS	75386990	11/10/97	2288500	10/26/99
JAMES PERSE	75387050	11/10/97	2214520	12/29/98
Y/OSEMITE JAMES PERSE (stylized)	77935866	2/15/10	4292659	2/19/2013
JAMES PERSE SIDE KITCHEN	88761805	1/16/20	N/A	N/A