

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AKWHP, LLC		02/15/2022	Limited Liability Company: DELAWARE
JJWHP, LLC		02/15/2022	Limited Liability Company: DELAWARE
JAWHP, LLC		02/15/2022	Limited Liability Company: DELAWARE
LTWHP, LLC		02/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 87			
Property Type	Number	Word Mark	
Registration Number:	5650364	BLACK LINEN	
Registration Number:	5019216	BLACK LINEN	
Registration Number:	5443815		
Registration Number:	5196411		
Registration Number:	4955665		
Registration Number:	4928828		
Registration Number:	4823367		
Registration Number:	3305296		
Registration Number:	2452969		
Registration Number:	1378169		
Registration Number:	4900337	JAZ BY JOSEPH ABOUD	
Registration Number:	5408256	JOE	
Registration Number:	5247147	JOE	
Registration Number:	6119193	JOE JOSEPH ABOUD	

CH \$2190.00 5650364

Property Type	Number	Word Mark
Registration Number:	5424091	JOE JOSEPH ABOUD
Registration Number:	3345626	JOE JOSEPH ABOUD
Registration Number:	6153450	JOE JUST ONE EARTH JOSEPH ABOUD
Registration Number:	5274087	JOE JUST ONE EARTH JOSEPH ABOUD
Registration Number:	5404410	JOSEPH ABOUD
Registration Number:	5428916	JOSEPH ABOUD
Registration Number:	4928603	JOSEPH ABOUD
Registration Number:	4407532	JOSEPH ABOUD
Registration Number:	3534494	JOSEPH ABOUD
Registration Number:	2471279	JOSEPH ABOUD
Registration Number:	2357617	JOSEPH ABOUD
Registration Number:	1756084	JOSEPH ABOUD
Registration Number:	1675915	JOSEPH ABOUD
Registration Number:	4860205	JOSEPH ABOUD CUSTOM
Registration Number:	5307513	JOSEPH ABOUD ENVIRONMENTS
Registration Number:	5829616	JOSEPH ABOUD FADED INDIGO
Registration Number:	5788421	JOSEPH ABOUD FREEDOM
Registration Number:	6061900	JOSEPH ABOUD INDIGO BLUE
Registration Number:	5228690	JOSEPH ABOUD SOFT
Registration Number:	2514566	LOTTO
Registration Number:	2395316	LOTTO
Registration Number:	2347644	LOTTO
Registration Number:	1638407	LOTTO
Registration Number:	1379243	LOTTO
Registration Number:	1023806	LOTTO
Registration Number:	5219641	THE J.O.E. SURVIVAL
Registration Number:	5863369	THE J.O.E. SURVIVAL
Registration Number:	5146842	
Registration Number:	3248653	WILLIAM RAST
Registration Number:	5036746	WILLIAM RAST
Registration Number:	5036745	WILLIAM RAST
Registration Number:	3861399	JD
Registration Number:	2653566	JD
Registration Number:	3861398	JOE'S
Registration Number:	3225514	JOE'S
Registration Number:	5479696	JOE'S JEANS
Registration Number:	3156022	JOE'S JD
Registration Number:	3551675	JOE'S JD

Property Type	Number	Word Mark
Registration Number:	3857397	JOE'S JD
Registration Number:	1613344	ANNE KLEIN
Registration Number:	5991605	ANNE KLEIN
Registration Number:	6029957	ANNE KLEIN
Registration Number:	5916921	ANNE KLEIN
Registration Number:	1006943	ANNE KLEIN
Registration Number:	1016890	ANNE KLEIN
Registration Number:	1052858	ANNE KLEIN
Registration Number:	1046318	ANNE KLEIN
Registration Number:	1049090	ANNE KLEIN
Registration Number:	1074926	ANNE KLEIN
Registration Number:	1738435	ANNE KLEIN
Registration Number:	3304360	ANNE KLEIN
Registration Number:	5691913	ANNE KLEIN
Registration Number:	6570021	ANNE KLEIN
Registration Number:	6085881	ANNE KLEIN
Registration Number:	5997859	BLAZER BY ANNE KLEIN
Registration Number:	5997860	ANNE KLEIN II
Registration Number:	6002994	
Registration Number:	5991583	
Registration Number:	1016891	
Registration Number:	1016971	
Registration Number:	1032219	
Registration Number:	1052859	
Registration Number:	1046317	
Registration Number:	1050741	
Registration Number:	1074925	
Registration Number:	3593137	
Registration Number:	4423731	IFLEX
Registration Number:	3111522	AK ANNE KLEIN
Registration Number:	5514018	ANNE KLEIN NEW YORK
Registration Number:	3111519	AK ANNE KLEIN SPORT
Registration Number:	5031901	AK ANNE KLEIN SPORT
Registration Number:	3111518	AK ANNE KLEIN SPORT
Registration Number:	5031900	AK ANNE KLEIN SPORT

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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1130700-0343-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	02/15/2022

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

February 15, 2022

WHEREAS, each Grantor listed on the signature pages hereof (each, a “Grantor”) owns, the Trademark Collateral (as defined below);

WHEREAS, WH Intermediate, LLC, a Delaware limited liability company (“Holdings”), WH Borrower, LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto, and Morgan Stanley Senior Funding, Inc., as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of February 15, 2022 (as amended from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of February 15, 2022, (as amended and/or supplemented from time to time, the “Security Agreement”) among Holdings, the Borrower, the Guarantors party thereto and Morgan Stanley Senior Funding, Inc., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), each Grantor has secured certain of its obligations (its “Secured Obligations”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “Transaction Liens”) in certain personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in **Error! Reference source not found.** thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by such Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

Each Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of such Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 a

conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.


Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of each Grantor, execute and deliver to such Grantor such documents, and take such other actions, as such Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

Each of Section 10.10 (*Counterparts*), Section 10.14 (*Governing Law, Jurisdiction, Service of Process*) and Section 10.15 (*Waiver of Right to Trial by Jury*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, each 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.

AKWHP, LLC,
a Delaware limited liability company
JJWHP, LLC,
a Delaware limited liability company
JAWHP, LLC,
a Delaware limited liability company
LTWHP, LLC,
a Delaware limited liability company
WRWHP, LLC,
a Delaware limited liability company
each as a Grantor

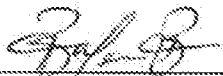
By: 
Name: Yehuda R. Shmidman
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Acknowledged:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:



Name: Brendan MacBride

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]