

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716792

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crew Knitwear, LLC		02/21/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hana Commercial Finance, Inc.		
<b>Doing Business As:</b>	Hana Financial		
<b>Street Address:</b>	1000 Wilshire Blvd., 20th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90017		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5133199	B	
<b>Serial Number:</b>	86279085	AS WE ARE	
<b>Serial Number:</b>	86279079	ASWEARE	
<b>Registration Number:</b>	4936404	B BOBEAU COLLECTION	
<b>Registration Number:</b>	4651332	HIATUS	
<b>Registration Number:</b>	3927030	WALLPAPER	
<b>Registration Number:</b>	4688952	LALIST	
<b>Registration Number:</b>	4184228	SOUL CAKE	
<b>Registration Number:</b>	4195715	MOD LUSIVE	
<b>Registration Number:</b>	3726724	BOBEAU	
<b>Registration Number:</b>	3413007	HAPPENING IN THE PRESENT	
<b>Registration Number:</b>	3894919	LORAMENDI	
<b>Registration Number:</b>	3471527	H.I.P.	
<b>Registration Number:</b>	3471528	H.I.P. HAPPENING IN THE PRESENT	
<b>Registration Number:</b>	3836545	CAMEO APPEARANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132285555		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$390.00 5133199

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 213-977-7200  
**Email:** admin@hanafinancial.com  
**Correspondent Name:** Lena Kim  
**Address Line 1:** 1000 Wilshire Blvd., 20th Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90017

<b>NAME OF SUBMITTER:</b>	Lena Kim
<b>SIGNATURE:</b>	/lk/
<b>DATE SIGNED:</b>	03/25/2022

**Total Attachments: 21**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of February 21, 2020, is made by CREW KNITWEAR, LLC, a Delaware limited liability company (the "Grantor"), having its principal place of business at 660 South Myers Street, Los Angeles, CA 90023, in favor of HANA COMMERCIAL FINANCE, INC. dba Hana Financial, a Delaware corporation (the "Grantee"), having a mailing address of 1000 Wilshire Blvd., 20th Floor, Los Angeles, CA 90017.

### RECITALS:

A. On or about even date herewith, Grantor ("Borrower"), has requested, and Grantee has agreed to extend to Borrower certain credit accommodations (collectively, the "Loan") made pursuant to, inter alia, that certain Factoring, Loan and Security Agreement of even date herewith (collectively, the "Loan Agreement"), executed by Borrower and Grantee.

B. To induce Grantee to extend such credit to Borrower, Grantor has agreed to, inter alia, grant Grantee a security interest in certain general intangibles including the Intellectual Property Collateral (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Agreement" means this Trademark Security Agreement, as the same may from time to time be amended, modified or supplemented.

"Intellectual Property Collateral" has the meaning assigned to such term in Section 2 of this Agreement.

"Obligations" means the indebtedness of Grantor to Grantee in connection with the Loan, any promissory notes, and any and all other agreements, instruments and/or documents executed and/or delivered by Grantor to Grantee in connection therewith (as the same may be amended, restated, supplemented and/or replaced from time to time), including all principal and interest, together with all other indebtedness and costs and expenses for which Grantor is responsible thereunder or under this Agreement, and any other or future indebtedness of Grantor owing to Grantee.

"Trademarks" means trademarks (including service marks, trade names, and domain names, whether registered or at common law), registrations and applications therefor and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding thereto throughout the world.

The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. In order to secure the complete and due and punctual payment of all of the Obligations of Grantor to Grantee, Grantor hereby grants and conveys to the Grantee as collateral security, a continuing security interest in all of Grantor's entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets (all of which being hereinafter referred to as the "Intellectual Property Collateral"):

(i) all Trademarks of Grantor including, without limitation, the Trademarks listed on Schedule A hereto; and

(ii) the entire goodwill of Grantor's business connected with the use of and symbolized by the Trademarks;

provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Grantee with respect to any Intellectual Property Collateral to the extent prohibited by applicable law.

3. Representations and Warranties: New Intellectual Property.

(a) Grantor represents and warrants that it has the full right and power to grant the security interests provided for in this Agreement in the Trademarks made hereby; that it has made no previous assignment, transfer or agreements in conflict herewith or constituting an assignment, license or transfer of, or an encumbrance on, any of the Trademarks. Grantor further represents and warrants that (i) Schedule A lists all Trademarks owned or used by Grantor and/or which are material to any portion of its business or any of Grantor's subsidiaries or affiliates, and (ii) to the knowledge of Grantor, the Intellectual Property Collateral does not infringe upon any rights owned or possessed by any entity not a party to this Agreement.

(b) In the event, prior to the time the Obligations of Grantor to the Grantee have been indefeasibly paid in full, Grantor shall (i) obtain any rights to or interests in any new inventions, whether or not patentable, or trademarks, trade names, domain names, service marks, and applications therefor, or licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or license renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clauses (i) or (ii) shall constitute Intellectual Property Collateral. Grantor shall give to the Grantee prompt written notice thereof. Grantor agrees, promptly following the written request by the Grantee, to amend this Agreement by amending Schedule A to include any such future trademarks, trademark registrations, trademark applications which would be Intellectual Property Collateral.

4. Rights and Remedies: Application of Monies.

(a) Upon the occurrence of an Event of Default (as defined in the Loan Agreement) of any or all of Grantor's Obligations to the Grantee, the Grantee may, to the fullest

extent permitted by applicable law and without advertisement, hearing or process of law of any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral, and/or (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or grant a license or franchise to use any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto, and on such terms and conditions that the Grantee shall determine. In connection therewith, the Grantee shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Grantee may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to any such sale and requirements for any necessary governmental approvals.

(b) Except as provided in this Section 4, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Grantee of any of its rights and remedies hereunder. The Grantee shall not be liable to any person for any incorrect or improper payment made pursuant to this Section 4, in the absence of willful misconduct.

(c) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the Obligations of Grantor to the Grantee, any said Obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such remaining Obligations.

(d) This Agreement is made to provide for and secure repayment of the Obligations of Grantor to the Grantee. Grantee's remedies under this Section 4 are not intended to be exclusive, but shall be cumulative of any and all other rights and remedies that Grantee may have hereunder and under applicable law.

5. Termination of Security Interest. This Agreement and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that all of the Obligations of Grantor to the Grantee shall have been fully and indefeasibly paid and satisfied, and (b) the date as of which the last of the commitments and related documents and instruments have terminated with respect to the Obligations. After such termination, the Grantee (without recourse upon, or any warranty whatsoever by, the Grantee), shall execute and deliver to Grantor for filing in each office in which any security agreement (including, but not limited to, this Agreement), notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Grantee's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Grantee granted hereby as the Grantor may reasonably request, all without recourse upon or warranty whatsoever by the Grantee, and all at the cost and expense of Grantor.

6. Use and Protection of Intellectual Property Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred under the Loan, Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the

ordinary course of business and the Grantee shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to enable Grantor to do so.

7. Duties of Grantor. Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a material adverse effect on the ownership, operation or maintenance of its business and operations, in a manner substantially consistent with its present practices and shall take all action reasonably requested by the Grantee to register, record and/or perfect the Grantee's right hereunder.

8. The Grantee's Right to Sue. In the event an Event of Default shall have occurred and be continuing, the Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and, if the Grantee shall commence any such suit, Grantor shall, at the request of the Grantee, do any and all lawful acts and execute any and all lawful documents required by the Grantee in aid of such enforcement.

9. No Waiver; Cumulative Remedies. No failure on the part of the Grantee to exercise, and no delay on the part of the Grantee in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Grantee preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Grantee whether at law, in equity or otherwise.

10. Recordation. Grantor hereby authorizes Grantee to record and register this Trademark Security Agreement with national, federal and state authorities, including, but not limited to, the United States Patent and Trademark Office.

11. Expenses of Collection. Grantor hereby agrees to pay all expenses of the Grantee, including attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the rights of the Grantee hereunder.

12. Attorney-in-Fact. Grantor hereby constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact from time to time during the existence of an Event of Default under the Loan for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, as the Grantee may deem necessary or advisable to accomplish the purposes hereof and not inconsistent with the express provisions of this Agreement, which appointment is an agency coupled with an interest and is irrevocable for the term hereof as more particularly set forth in Section 5, above.

13. Agreement Governing Law; Binding Character; Assignment. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. This Agreement shall be binding upon Grantor and the Grantee and their respective successors and assigns and shall inure to the

benefit of Grantor and the Grantee, and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Grantee. No other person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any person other than the parties to this Agreement and each of their respective successors and assigns.

14. Further Indemnification. Grantor agrees to pay, and save the Grantee harmless from, any and all liabilities with respect to, or resulting from any delay in paying (other than a delay caused by the willful misconduct of the Grantee), any and all excise, sales or other similar taxes which may be payable with respect to the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

15. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

16. Headings. Paragraph and section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

17. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, as of the date first above written.

**GRANTOR:**

**CREW KNITWEAR, LLC,**  
a Delaware limited liability company

By:   
Name: Patricia Franklin  
Its: Chief Executive Officer

[ALL SIGNATURES MUST BE ACKNOWLEDGED]



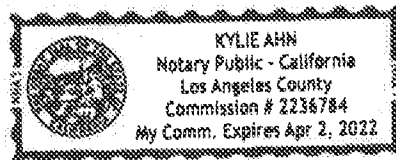
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On Feb 24, 2020, before me, Kylie Ahn, a Notary Public, personally appeared Patricia Marie Franklin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

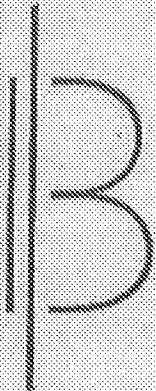



Signature *Kylie Ahn*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

SCHEDULE A  
to the  
Trademark  
Security Agreement

United States – 2 Registered Trademarks

JURISDICTION STATUS	TRADEMARK	APPLICATION NO. REGISTRATION NO.	APPLICATION DATE REGISTRATION DATE	CLASS(ES) GOOD(S)
USA Registered		87081668 5133199	June 23, 2016 January 31, 2017	25 Women's apparel, namely, women's tops, sweaters, cardigans, skirts, dresses, pants, shorts, leggings, jackets, vests, and loungewear.
USA Pending	AS WE ARE	86279085	May 12, 2014	25 Women's apparel, namely, women's tops, women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA	ASWEARE	86279079	May 12, 2014	25

Pending				Women's apparel, namely, women's tops, women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered		86744643 4936404	September 01, 2015 April 12, 2016	25 Women's apparel, namely, women's shirts, sweaters, skirts, dresses, pants and jackets.
USA Registered	HIATUS	86000015 4651332	July 1, 2013 December 9, 2014	25 Clothing, namely, shirts, blouses, skirts, pants, and dresses.
USA Registered	WALLPAPER	85038758 3927030	May 14, 2010 March 1, 2011	25 Women's apparel, namely, women's tops, women's bottoms,

				jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered	LALIST	85321635 4688952	May 16, 2011 February 17, 2015	25 Women's apparel, namely, women's tops, women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered	SOUL CAKE	85342109 4184228	June 9, 2011 July 31, 2012	25 Women's apparel, namely, woman's tops, women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered	MOD LUSIVE	85342101 4195715	June 9, 2011 August 21, 2012	25 Women's apparel, namely, women's tops, women's

				bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered	BOBEAU	78802743 3726724	January 30, 2006 December 15, 2009	25 Women's, Men's and Children's Shirts, camp shirts, dress shirts, knit shirts, open- necked shirts, polo shirts, shirts for suits, short- sleeved or long- sleeved t- shirts, short- sleeved shirts, sweat shirts, t- shirts, crop tops, halter tops, tank tops, tops, Women's and children's skirts, skirts and dresses skirt suits,

				Women's, Men's and Children's pants, Capri pants, denim pants, jogging pants, leather pants, sweat pants, track pants, waterproof pants, Men's, Women's and Children's shorts, board shorts, fleece shorts, gym shorts, short sets, short trousers, walking shorts, Women's, Men's and Children's Sweaters, turtleneck sweaters, mock turtle-neck sweaters, v-neck sweaters.
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USA Registered	HAPPENING IN THE PRESENT	78771621 3413007	December 12, 2005 April 15, 2008	25 Women's, [Men's] and Children's Shirts, camp shirts, dress shirts, knit shirts, open- necked shirts, polo shirts, shirts for suits, short- sleeved or long- sleeved t- shirts, short- sleeved shirts, sweat shirts, T- shirts, crop tops, halter tops, tank tops, tops, Women's and children's skirts, skirts and dresses, skirt suits, Women's, [Men's] and Children's pants, Capri pants, denim
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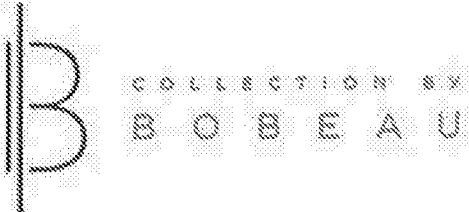
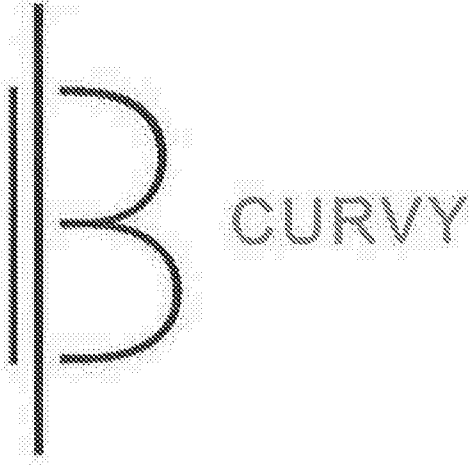
				pants, jogging pants, leather pants, sweat pants, track pants, waterproof pants, [ Men's, ] Women's and Children's shorts, board shorts, fleece shorts, gym shorts, short sets, short trousers, walking shorts, Women's, [ Men's ] and Children's Sweaters, turtleneck sweaters, mock turtie-neck sweaters, v-neck sweaters.
USA Registered	LORAMENDI	77808545 3894919	August 19, 2009 December 21, 2010	25 Women's apparel, namely, women's tops,

				women's bottoms, jackets, dresses, skirts, shirts, pants, shorts, and sweaters.
USA Registered	H.I.P.	77345143 3471527	December 5, 2007 July 22, 2008	25 Clothing, namely, Women's, [ Men's ] and Children's Shirts, camp shirts, dress shirts, knit shirts, open- necked shirts, polo shirts, shirts for suits, short- sleeved or long- sleeved t- shirts, short- sleeved shirts, sweat shirts, t- shirts, crop tops, halter tops, tank tops, tops, Women's and children's

				skirts, skirts and dresses, skirt suits, Women's, [ Men's ] and Children's pants, Capri pants, denim pants, jogging pants, leather pants, sweat pants, track pants, waterproof pants, [ Men's, ] Women's and Children's shorts, board shorts, fleece shorts, gym shorts, short sets, short trousers, walking shorts, Women's, [ Men's ] and Children's Sweaters, turtleneck sweaters,
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				neck turtle-neck sweaters, v-neck sweaters.
USA Registered	H.L.P. HAPPENING IN THE PRESENT	77345161 3471528	December 5, 2007 July 22, 2008	25 Clothing, namely, Women's, [ Man's ] and Children's Shirts, camp shirts, dress shirts, knit shirts, open- necked shirts, polo shirts, shirts for suits, short- sleeved or long- sleeved t- shirts, short- sleeved shirts, sweat shirts, t- shirts, crop tops, halter tops, tank tops, tops, Women's and children's skirts, skirts and dresses, skirt suits,

				Women's, [ Men's ] and Children's pants, Capri pants, denim pants, jogging pants, leather pants, sweat pants, track pants, waterproof pants, [ Men's, ] Women's and Children's shorts, board shorts, fleece shorts, gym shorts, short sets, short trousers, walking shorts, Women's, [ Men's ] and Children's Sweaters, turtleneck sweaters, mock turtle-neck sweaters, v-neck
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<p>USA Registered</p>		<p>87430029 5349771</p>	<p>April 28, 2017 December 05, 2017</p>	<p>25 Women's apparel, namely, women's tops, sweaters, cardigans, skirts, dresses, pants, shorts, leggings, jackets, vests, and loungewear.</p>
<p>USA Pending</p>		<p>87430018 5405175</p>	<p>April 28, 2017 February 20, 2018</p>	<p>25 Women's apparel, namely, women's tops, sweaters, cardigans, skirts, dresses, pants, shorts, leggings, jackets, vests, and loungewear.</p>

				sweaters.
USA Registered	CAMEO APPEARANCE	77586251 3836545	October 6, 2008 August 24, 2010	25 Women's apparel, namely, women's tops, women's bottoms, women's jackets, dresses, skirts, shirts, dress shirts, t- shirts, tank tops, blouses, pants, wraps, sweaters, hats.