

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777870

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900729501

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rhone Apparel, Inc.		10/28/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	383 Madison Avenue
Internal Address:	Floor 22
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5211674	SILVERTECH
Registration Number:	5098527	XXX
Registration Number:	5967773	GOLDFUSION
Registration Number:	6329071	FLEX-KNIT
Registration Number:	4551400	RHONE
Registration Number:	4789837	
Serial Number:	90152600	RHONE EVERYDAY ESSENTIALS
Serial Number:	90152632	ROCK(IT) POCKET
Serial Number:	88676520	RHONE COMMUTER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 6142803562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	01/03/2023
Total Attachments: 6 source=89603814-1 revised filing#page1.tif source=89603814-1 revised filing#page2.tif source=89603814-1 revised filing#page3.tif source=89603814-1 revised filing#page4.tif source=89603814-1 revised filing#page5.tif source=89603814-1 revised filing#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 28, 2022, is made by the Grantor listed on the signature page hereof (the “Grantor”), in favor of **JPMORGAN CHASE BANK, N.A.** (the “Lender”).

Grantor, Rhone Retail USA, LLC, a Delaware limited liability company (“Rhone Retail”; and together with Grantor, collectively referred to as the “Borrowers”), certain of their affiliates and the Lender are entering into a Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the “Credit Agreement”). In order to induce the Lender to enter into and extend credit to Borrowers under the Credit Agreement, Borrowers and certain of their affiliates are entering into that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the “Security Agreement”). Pursuant to the Security Agreement, Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Lender, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable federal law; provided further, that “Trademark Collateral” shall include any proceeds of any such “intent to use” trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and 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 provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

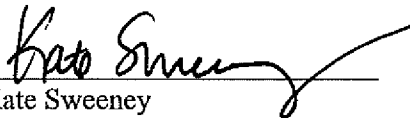
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

RHONE APPAREL, INC.

By: 
Name: Kate Sweeney
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Neal Landerer
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT**U.S. Trademarks**

Grantor	Trademark	Registration Date	Registration Number
Rhone Apparel, Inc.	SILVERTECH	May 30, 2017	5211674
Rhone Apparel, Inc.	XXX Logo	December 13, 2016	5098527 (US)
Rhone Apparel, Inc.	XXX Logo	March 1, 2021	1586557 (EU)
Rhone Apparel, Inc.	XXX Logo	March 1, 2021	1586557 (UK)
Rhone Apparel, Inc.	XXX Logo	March 1, 2021	1586557 (JP)
Rhone Apparel, Inc.	GOLDFUSION	January 21, 2020	5967773
Rhone Apparel, Inc.	FLEX-KNIT	April 20, 2021	6329071
Rhone Apparel, Inc.	RHONE	June 17, 2014	4551400
Rhone Apparel, Inc.	RHONE	December 21, 2018	6108459 (JP)
Rhone Apparel, Inc.	RHONE	March 1, 2021	1586576 (EU)
Rhone Apparel, Inc.	RHONE	March 1, 2021	1586576 (UK)
Rhone Apparel, Inc.	Trident Logo	August 11, 2015	4789837

Trademark Applications

Grantor	Trademark Application	Application Filing Date	Application Serial Number
Rhone Apparel, Inc.	RHONE EVERYDAY ESSENTIALS	September 2, 2020	90152600
Rhone Apparel, Inc.	ROCK(IT) POCKET	September 1, 2020	90152632
Rhone Apparel, Inc.	XXX Logo	March 1, 2021	1586557 (AU)
Rhone Apparel, Inc.	XXX Logo	March 1, 2021	1586557 (CA)
Rhone Apparel, Inc.	XXX Logo	March 1, 2021	1586557 (CN)
Rhone Apparel, Inc.	RHONE	October 8, 2019	41450096 (CN)
Rhone Apparel, Inc.	RHONE	March 1, 2021	1586576 (AU)
Rhone Apparel, Inc.	RHONE	March 1, 2021	1586576 (CA)
Rhone Apparel, Inc.	RHONE COMMUTER	October 31, 2019	88676520