

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q4 Designs, LLC		01/27/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	150 E 42nd St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4979595	100% TRUE LOVE	
Registration Number:	4527303	AMERICAN DENIM CO.	
Registration Number:	4527304	AMERICAN DENIM COMPANY	
Registration Number:	4433960	GLACIER SHIELD	
Serial Number:	97662880	HAZEL + HARPER	
Registration Number:	4227751	HELLO GORGEOUS	
Registration Number:	3957901	MINUS ZERO	
Registration Number:	3877820	QUICKSAND	
Registration Number:	3636724	QUICKSAND	
Registration Number:	4121545	SNOZU	
Registration Number:	3740589	SUGAH & HONEY	
Registration Number:	2952382	TRIPLE STAR	
Registration Number:	4328952	V9	
Registration Number:	4335929	V9 SOLUTIONS	
Registration Number:	3977811	VERTICAL '9	
Registration Number:	4121547		
CORRESPONDENCE DATA			
Fax Number:	8009144240		

OP \$415.00 4979595

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: 8007130755
Email: jade.tanks@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Timothy R. O'Brien
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SIGNATURE:	/Timothy R. O'Brien/
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DATE SIGNED:	02/01/2023
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Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 27th day of January, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 27, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Q4D LLC, a New York limited liability company (“Parent”), Q4 Designs, LLC, a New York limited liability company (“Designs”) and PRG NOUVEAU, LLC, a New York limited liability company (“PRG”, and together with Parent, Designs, and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 27, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

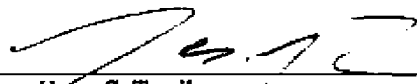
CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

Q4 DESIGNS, LLC

By: 
Name: Harry S. Tawil
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By: _____
Name: _____
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

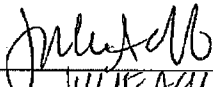
Q4 DESIGNS, LLC

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 
Name: Julie A. White
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

See attached.

Trademark Licenses

License Agreement (Jessica Simpson)	9/25/2015	With You LLC (owned by Jessica Simpson), Q4 Designs LLC, PRG Nouveau LLC and Q4D LLC	12/31/2025 plus two consecutive three year renewal periods through 12/31/2031
License Agreement (DKNY)	10/3/2017	Donna Karan Studio LLC (owned by G-III Apparel Group), Q4 Designs LLC, PRG Nouveau LLC and Q4D LLC	12/31/2023 plus one three-year renewal period through 12/31/2026
License Agreement (Steve Madden / Kids)	7/1/2021	Steve Madden Ltd., Q4 Designs LLC and Q4D LLC	12/31/2025 plus one one-year renewal period through 12/31/2026
License Agreement (Steve Madden / Outerwear)	1/1/2022	Steve Madden Ltd., Q4 Designs LLC and Q4D LLC	12/31/2025 plus one one-year renewal period through 12/31/2026
License Agreement (CWG)	4/22/2015	Isaac Bennet Sales Agencies Inc. and Q4 Designs LLC	12/31/2026 plus consecutive renewal periods of three years and two years through 12/31/2031

License Agreement (Bebe)	12/21/2016	BB Brand Holdings LLC and Q4 Designs LLC	12/31/2025
License Agreement (Free Country)	10/29/2019	Free Country Ltd. And Q4 Designs LLC	12/31/2023
License Agreement (Rocawear)	4/20/2015	Icon DE Holdings, LLC (a subsidiary of Iconix Brand Group) and Q4 Designs LLC	12/31/2023


License Agreement (Reebok)	2/28/2022	RILUK IPCO Limited (subsidiary of Authentic Brands Group) and Q4D LLC	12/31/2031 plus three five-year renewals through 12/31/2046
License Agreement (Prince)	3/1/2022	Prince Sports LLC (subsidiary of Authentic Brands Group) and Q4D LLC	12/31/2027 plus one five-year renewal period through 12/31/2032
License Agreement (Volcom)	3/1/2022	ABG-Volcom LLC (subsidiary of Authentic Brands Group) and Q4D LLC	12/31/2027 plus one five-year renewal period through 12/31/2032
License Agreement (Spyder)	3/1/2022	Spyder Active Sports, Inc. (subsidiary of Authentic Brands Group) and Q4D LLC	12/31/2027 plus one five-year renewal period through 12/31/2032

IP Office	Literal Element	Drawing	Status	App. Date/Filing Date	Reg. Date/Issue Date	Application Number	Registration Number
United States (USPTO)	100% TRUE LOVE		Registered - Principal Register	5/13/2015	6/14/2016	86627705	4979595
United States (USPTO)	AMERICAN DENIM CO.		Section 8 declaration accepted	11/4/2013	5/6/2014	86109064	4527303
United States (USPTO)	AMERICAN DENIM COMPANY		Section 8 declaration accepted	11/4/2013	5/6/2014	86109073	4527304
United States (USPTO)	GLACIER SHIELD		Proof of use audit post-registration action mailed	1/29/2013	11/12/2013	85835161	4433960
United States (USPTO)	HAZEL + HARPER		New application received by USPTO	11/4/2022		97662880	
United States (USPTO)	HELLO GORGEOUS		Section 8 declaration of use/excusable nonuse and Section 9 renewal received	12/20/2011	10/16/2012	85499988	4227751
United States (USPTO)	MINUS ZERO		Registered and renewed	11/17/2010	5/10/2011	85178843	3957901
United States (USPTO)	QUICKSAND		Registered and renewed	7/31/2009	11/16/2010	77794235	3877820
United States (USPTO)	QUICKSAND		Registered and renewed	5/2/2003	6/9/2009	78245254	3636724
United States (USPTO)	SNOZU		Registered and renewed	8/15/2011	4/3/2012	85397940	4121545
United States (USPTO)	SUGAH & HONEY		Registered and renewed	3/11/2008	1/19/2010	77418324	3740589
United States (USPTO)	TRIPLE STAR		Registered and renewed	8/5/2002	5/17/2005	76438152	2952382
United States (USPTO)	V9		Registered and renewed	8/30/2011	4/30/2013	85410709	4328952
United States (USPTO)	V9 SOLUTIONS		Registered and renewed	2/1/2012	5/14/2013	85530585	4335929
United States (USPTO)	VERTICAL '9		Registered and renewed	11/4/2010	6/14/2011	85169379	3977811
United States (USPTO)			Registered and renewed	8/15/2011	4/3/2012	85397958	4121547


Country	Our Ref	Holder Name	Tracemark	Registration Number	Applicatio n Number	Class	Legal Date	Registration Date	Country trademark	Trademark Type	Status	Renewal Date	Agent
Mexico	100023/16	Q4 DESIGNS, LLC.	CB SPORTS	1651007	1714852	25	2/17/2016	7/4/2016	MX	Nominativa	ACTIVE	2/17/2026	LAW OFFICES OF STEVEN M. GERBER
Mexico	100115/15	Q4 DESIGNS, LLC.	GLACIER SHIELD	1698257	1618664	25	6/5/2015	11/23/2016	MX	Nominativa	ACTIVE	6/5/2025	LAW OFFICES OF STEVEN M. GERBER
Mexico	100117/15	Q4 DESIGNS, LLC.	SNOZU	1777372	1618666	25	6/5/2015	7/21/2017	MX	Nominativa	ACTIVE	6/5/2025	LAW OFFICES OF STEVEN M. GERBER
Mexico	100116/15	Q4 DESIGNS, LLC.	SNOZU (Y DISEÑO)	1587874	1618665	25	6/5/2015	11/9/2015	MX	Mixta	ACTIVE	6/5/2025	LAW OFFICES OF STEVEN M. GERBER

Please find below the China trademark list of Q4 DESIGNS, LLC.

Class	Registration Number	Trademark	Expiry date	Applicant
25	11265410	TRIPLE STAR	2023-12-20	Q4 DESIGNS,LLC.
25	36316893	SNOZU	2029-10-06	Q4 DESIGNS, LLC

Territory	Trade Mark	Classes	Filing Date	Filing Number	Registration Date	Registration Number	Proprietor	Status	Renewal Due Date
United Kingdom	GLACIER SHIELD	25	04 Jun 2015	3111875	09 Oct 2015	3111875	Q4 Designs LLC	Registered	04 .un 2025
United Kingdom	SNOZU	25	04 Jun 2015	3111868	06 Nov 2015	3111868	Q4 Designs LLC	Registered	04 .un 2025
United Kingdom	SNOZU & GLACIER SHIELD (Logos) 	25	04 Jun 2015	3111883	09 Oct 2015	3111883	Q4 Designs LLC	Registered	04 .un 2025

Our Ref. No.	Country	Trademark	Current Owner	Goods and Services	Application No.	Application Date	Registration No.	Registration Date	Due Date Action	Due Date
10047-TM145566CA00	Canada	GLACIER SHIELD	Q4 Designs, LLC	(25) (1) Men's, women's, children's, toddler's and infant's clothing, namely, shorts, pants, tops, sets consisting of pants and tops, namely, shirts, blouses and tank tops, swimwear, jackets, coats, parkas, sweaters, scarves, gloves, belts, t-shirts, sweatshirts, sweatpants, sweatshirts, sneakers, hats, headbands, snow pants, snow bibs, socks, boots, and ski masks.	1732517	Jun 11, 2015	TMA963066	Feb 16, 2017	RENEWAL Deadline	Feb 16, 2032
10047-TM145567CA00	Canada	SNOZU Design	Q4 Designs, LLC		1732519	Jun 11, 2015	TMA966312	Nov 24, 2016	RENEWAL Deadline	Nov 24, 2031
10047-TM145578CA00	Canada	SNOZU	Q4 Designs, LLC	(25) (1) Men's, women's, children's, toddler's and infant's clothing, namely, shirts, pants, shorts, tops, namely, shirts, blouses and tank tops, sets consisting of pants and tops, swimwear, jackets, coats, parkas, sweaters, scarves, gloves, belts, t-shirts, sweatshirts, sweatpants, sweatshirts, sneakers, hats, headbands and ski masks.	1732518	Jun 11, 2015	TMA968740	Jun 11, 2018	RENEWAL Deadline	Jun 11, 2033
10047-TM145579CA00	Canada	TRIPLE STAR	Q4 Designs, LLC	(00) Goods (1) Men's, women's, and children's clothing, namely, t-shirts, shirts, pants, dresses, dress shirts, suits, sweatshirts, jeans, shorts, underwear, namely, all jackets; all wear, snow suits, denim, namely, denim jeans, denim jackets, and denim shirts; fleece, namely, fleece shirts, fleece pants, fleece jackets, fleece sweaters, and fleece pajamas; underwear, thermal underwear; scarves, hats, earmuffs, and gloves. Services (1) Retail store services and online retail store services featuring men's, women's, and children's clothing.	1591412	Aug 21, 2012	TMA912047	Aug 21, 2015	RENEWAL Deadline	Aug 21, 2030


 Information on application/registration of trademarks





 Help

< Previous document 1 of 1 Display Next document >

Reg.No.5857469



LIVE-REGISTRATION-Issued and Active 

 Publication Display  Details  URL  Mistranslation

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- 2.**** shows the word which can not be translated.
- 3.In the drawings, any words are not translated.

(111) Registration number : 5857469
(151) Registration date : Jun.10,2016
(450) Publication date of registration gazette : Jul.12,2016
(441) Date of publication of application : Jun.30,2015
(210) Application number : Appl.No.2015-56049
(220) Filing date : Jun.12,2015
Date of rise of prior application right : Jun.12,2015
(180) Expiration date of term of right : Jun.10,2026

(540)

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GLACIER SHIELD

Trademark (for search) : G L A C I E R S H I E L D
(561) Pronunciation : GURE—SHA—SHI—RUDO,
(Reference Information) GURE—SHA—, SHI—RUDO

(732) Right holder
Name : Q4 DESIGNS, LLC
Address or residence : United States of America

Applied law : Trademark Law in 2011
Display Edition of : 10

International Classification
(500) Number of classes : 1

(511)(512)[Classes of goods and services and designated goods or designated services] [Similar group code (reference)]
25 The set of the clothing [for males] for - babies for - small children for - children for - women, shorts, shorts, pants, panties [shorts and briefs], ****, and panties [shorts and briefs] and ****, swimwear [bathing suits], jackets, a coat, parkas, sweaters and the like, scarves [scarfs], gloves and mittens [clothing], belts [clothing], tee-shirts, sweat shirts, Sweat pants, a sweat suit, sneaker, headgear for wear, headbands [clothing], snow panties [shorts and briefs], the overalls for snow, socks and stockings other than special sportswear, boots [other than boots for sports]
17A01 17A02 17A03 17A04 17A07 21A01 22A01 24C01



Information on application/registration of trademarks

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Reg.No.5807971



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(111) Registration number : 5807971
 (151) Registration date : Nov.20,2015
 (450) Publication date of registration gazette : Dec.22,2015
 (441) Date of publication of application : Jun.30,2015
 (210) Application number : Appl.No.2015-56048
 (220) Filing date : Jun.12,2015
 Date of rise of prior application right : Jun.12,2015
 (180) Expiration date of term of right : Nov.20,2025

 Trademark (for search) : S N O Z U
 (561) Pronunciation : SUNO, SUNOZU
 (Reference Information)
 (531) Classification of figures, etc. : 6.1.2 ; 6.1.4

 (732) Right holder
 Name : Q4 DESIGNS, LLC
 Address or residence : United States of America

 Applied law : Trademark Law in 2011
 Display Edition of : 10
 International Classification
 (500) Number of classes : 1
 (511)(512)[Classes of goods and services and designated goods or designated services] [Similar group code (reference)]
 25 Jackets, a coat, snow pants [shorts and briefs], overalls for snow
 17A01


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 Information on application/registration of trademarks

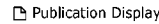



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Reg.No.5857468



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(151) Registration date : Jun.10,2016
(450) Publication date of : Jul.12,2016
registration gazette
(441) Date of publication of : Jun.30,2015
application
(210) Application number : Appl.No.2015-56047
(220) Filing date : Jun.12,2015
Date of rise of prior : Jun.12,2015
application right
(180) Expiration date of : Jun.10,2026
term of right

(540)

- Collapse

1

Enlarge and Rotate

SNOZU

Trademark (for search) : S N O Z U
(561) Pronunciation : SUNOZU, SUNO
(Reference Information)

(732) Right holder
Name : Q4 DESIGNS, LLC
Address or residence : United States of America

Applied law : Trademark Law in 2011
Display Edition of : 10

International Classification

(500) Number of classes : 1

(511)(512)[Classes of goods and services and designated goods or designated services] [Similar group code (reference)]

25 The set of the clothing [for males] for - babies for - small children for - children for - women, shirts, pants, panties [shorts and briefs], shorts, shorts, ****, and panties and ****, swimwear [bathing suits], jackets, a coat, parkas, sweaters and the like, scarves [scarfs], gloves and mittens [clothing], belts [clothing], tee-shirts, Sweat shirts, sweat pants, a sweat suit, sneaker, headgear for wear, headbands [clothing]
17A01 17A02 17A03 17A04 17A07 21A01 22A01 24C01