

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greyson Clothiers, LLC		03/29/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6901410	G	
Registration Number:	5916919	GREYSON	
Registration Number:	6901409	GREYSON	
Registration Number:	5591104	GREYSON	
Registration Number:	5638642	GREYSON	
Registration Number:	6907317	GREYSON PUPS	
Registration Number:	6274387	GREYSON PUPS	
Registration Number:	5591131		
Serial Number:	97069443	GREYSON	
Registration Number:	5957942	G	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	800-713-0755		
Email:	erin.roberson@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 6901410

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Brendan E. Ahern
SIGNATURE:	/Brendan E. Ahern/
DATE SIGNED:	03/30/2023
Total Attachments: 7 source=92129707 3#page1.tif source=92129707 3#page2.tif source=92129707 3#page3.tif source=92129707 3#page4.tif source=92129707 3#page5.tif source=92129707 3#page6.tif source=92129707 3#page7.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 29, 2023, is made by the Grantor listed on the signature page hereof (“Grantor”), in favor of **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the “Administrative Agent”), for the benefit of the Secured Parties.

Greyson Clothiers, LLC, a New York limited liability company (together with any other Person who may from time to time join thereto as a borrower, including, as applicable, the Grantor, collectively referred to as the “Borrowers”), Administrative Agent, the Lenders party thereto, and the Loan Parties party thereto are entering into that certain Credit Agreement, dated as of March 29, 2023 (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 Lenders to enter into and extend credit to Borrowers under the Credit Agreement, Borrowers 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 Administrative Agent 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 Administrative Agent, 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 “Trademark Collateral” shall not include any Excluded Property.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 Administrative Agent 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.

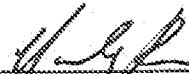
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark 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:

GREYSON CLOTHIERS, LLC

By:  _____

Name: Neely Rosen

Title: Chief Financial Officer

By: _____

Name: Charles Schaefer

Title: President and Chief Executive Officer

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

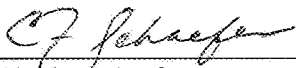
GRANTOR:

GREYSON CLOTHIERS, LLC

By: _____

Name: Neely Rosen

Title: Chief Financial Officer


By:  _____

Name: Charles Schaefer

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.




By: 
Name: Pablo Vaz
Title: Authorized Signatory

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Greyson Clothiers, LLC	G (Stylized) 	Nov-15-2022	6901410
Greyson Clothiers, LLC	G (Stylized) 	Jan-07-2020	5957942
Greyson Clothiers, LLC	GREYSON	Nov-19-2019	5916919
Greyson Clothiers, LLC	GREYSON	Nov-15-2022	6901409
Greyson Clothiers, LLC	GREYSON	Oct-23-2018	5591104
Greyson Clothiers, LLC	GREYSON and Wolf Head Design	Dec-25-2018	5638642
Greyson Clothiers, LLC	GREYSON PUPS	Nov-22-2022	6907317
Greyson Clothiers, LLC	GREYSON PUPS	Feb-16-2021	6274387
Greyson Clothiers, LLC	Wolf Head Design 	Oct-23-2018	5591131

U.S. Trademark Applications

<u>Owner</u>	<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Greyson Clothiers, LLC	GREYSON	Oct-12-2021	97069443

[Schedule 1]