

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM815382

<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>
Vineyard Vines, LLC		06/06/2023	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97754655	SHEP SHIRT	
<b>Serial Number:</b>	90538538	DREAMCLOTH	
<b>Serial Number:</b>	90064634	OTG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3129932652		
<b>Email:</b>	heather.poitras@lw.com		
<b>Correspondent Name:</b>	Heather Poitras		
<b>Address Line 1:</b>	c/o Latham & Watkins 330 N Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0119 HP		
<b>NAME OF SUBMITTER:</b>	Heather Poitras		
<b>SIGNATURE:</b>	/hp/		
<b>DATE SIGNED:</b>	06/06/2023		
<b>Total Attachments: 5</b>			
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SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of June 6, 2023, by and from VINEYARD VINES, LLC, a Connecticut limited liability company (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. in its capacity as administrative agent for itself and for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, Grantor, the Lenders and the Grantee have entered into that certain Second Amended and Restated Credit Agreement, dated as of June 6, 2023 (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain of its Subsidiaries, entered into that certain Second Amended and Restated Pledge and Security Agreement, dated as of June 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all such Grantor’s right, title, and interest in and to the Collateral, including the Trademarks (as defined below), and agreed to execute and deliver this Confirmatory Grant for purposes of evidencing and recording the security interest in the Trademarks in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks pledged and granted under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof;

(4) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (5) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets (including, for the avoidance of doubt, any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Confirmatory Grant and/or any document to be signed in connection with this Confirmatory Grant and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as of a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

VINEYARD VINES, LLC,  
as Grantor

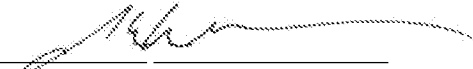
By: 

Name: Michael Ganner

Title: President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: 

Name: James A. Knight  
Title: Executive Director

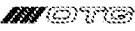
Signature Page for  
Supplemental Confirmatory Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 008092 FRAME: 0747**

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks and Trademark Applications

Mark	Serial No. Serial Date	Registration No. Registration Date	Owner
SHEP SHIRT	97754655 1/14/2023	--	Vineyard Vines LLC
DREAMCLOTH	90538538 2/22/2021	6612663 1/11/2022	Vineyard Vines LLC
OTG (and Design) 	90064634 7/21/2020	--	Vineyard Vines LLC