

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G-III IPCo LLC		10/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
Internal Address:	ABL Portfolio Manager		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	87333153	4HER	
Serial Number:	85584117	BLACK RIVET	
Serial Number:	78510016	BLACK RIVET	
Serial Number:	77694790	BLACK RIVET	
Serial Number:	77149219	CUSHION STEP	
Serial Number:	86982476	GIII	
Serial Number:	86282147	GIII	
Serial Number:	87335770	GIII 4HER BY CARL BANKS	
Serial Number:	77857398	G-III APPAREL GROUP GLOBAL IDENTITY	
Serial Number:	85698229	GIII GIII SPORTS BY CARL BANKS	
Serial Number:	85245312	GIII SPORTS BY CARL BANKS	
Serial Number:	86740611	LAURA JEFFRIES	
Serial Number:	74341427	NY 10018	
Serial Number:	73812641	PELLE STUDIO	
Serial Number:	76169599	SIENA STUDIO	
Serial Number:	86297922	SPORTS 58	
Serial Number:	85036782	SPORTS 58	
Serial Number:	73458571	THE WALLET WORKS	

CH \$465.00 87333153

CORRESPONDENCE DATA**Fax Number:**

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: 3129932652**Email:** heather.poitras@lw.com**Correspondent Name:** Heather Poitras**Address Line 1:** c/o Latham & Watkins 330 N Wabash Avenue**Address Line 2:** Suite 2800**Address Line 4:** Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0152
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	10/17/2023

Total Attachments: 6

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 17, 2023, between G-III IPCO LLC, a Delaware limited liability company (the "Grantor"), and JPMORGAN CHASE BANK, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Second Amended and Restated Credit Agreement, dated as of August 7, 2020 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between and among the borrowers from time to time party thereto (the "Borrowers"), the loan guarantors from time to time party thereto (the "Loan Guarantors"); and together with the Borrowers, the "Loan Parties"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties;

WHEREAS pursuant to that certain Second Amended and Restated Pledge and Security Agreement, dated as of August 7, 2020 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Loan Parties from time to time party thereto and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor, as Borrower, under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby pledges, assigns, and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks, including (a) the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the

foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) 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 thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world. (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral does not include any "intent-to-use" trademark or service mark applications 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.

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the 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 any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

G-III IPCO LLC

By: 

Name: Neal S. Nackman

Title: Secretary & Treasurer

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 008230 FRAME: 0078

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: Bonnie J. David
Name: Bonnie J. David
Title: Authorized Officer

SCHEDULE A**TO****SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
4HER	87333153	02/13/2017	5770160	06/04/2019	G-III IPCo LLC
BLACK RIVET	85584117	03/29/2012	4234110	10/30/2012	G-III IPCo LLC
BLACK RIVET	78510016	11/02/2004	3077938	04/04/2006	G-III IPCo LLC
BLACK RIVET	77694790	03/19/2009	3762420	03/23/2010	G-III IPCo LLC
CUSHION STEP	77149219	04/05/2007	3439266	06/03/2008	G-III IPCo LLC
GIII	86982476	05/15/2014	5252039	07/25/2017	G-III IPCo LLC
GIII	86282147	05/15/2014	5530438	07/31/2018	G-III IPCo LLC
GIII 4HER BY CARL BANKS	87335770	02/14/2017	5776028	06/11/2019	G-III IPCo LLC
G-III APPAREL GROUP GLOBAL IDENTITY & Design	77857398	10/26/2009	4430396	11/12/2013	G-III IPCo LLC
GIII GIII SPORTS BY CARL BANKS	85698229	08/08/2012	4430989	11/12/2013	G-III IPCo LLC
GIII SPORTS BY CARL BANKS	85245312	02/17/2011	4675599	01/20/2015	G-III IPCo LLC
LAURA JEFFRIES	86740611	08/28/2015	5697623	03/12/2019	G-III IPCo LLC

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
NY 10018	74341427	12/21/1992	1895616	05/23/1995	G-III IPCo LLC
PELLE STUDIO	73812641	07/13/1989	1584804	02/27/1990	G-III IPCo LLC
SIENA STUDIO	76169599	11/21/2000	2813413	02/10/2004	G-III IPCo LLC
SPORTS 58	86297922	06/02/2014	5237409	07/04/2017	G-III IPCo LLC
SPORTS 58 & Design	85036782	05/12/2010	4554040	06/24/2014	G-III IPCo LLC
THE WALLET WORKS	73458571	12/27/1983	1345221	06/25/1985	G-III IPCo LLC