

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847422

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor's name previously recorded on Reel 008230 Frame 0045. Assignor(s) hereby confirms the the correct name is ANDREW MARC IPCO LLC.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANDREW MARC 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: 26

Property Type	Number	Word Mark
Serial Number:	85968304	ANDREW MARC
Serial Number:	77778783	ANDREW MARC
Serial Number:	85808337	ANDREW MARC
Serial Number:	87334154	ANDREW MARC
Serial Number:	86875827	ANDREW MARC
Serial Number:	78980110	ANDREW MARC
Serial Number:	88227793	ANDREW MARC
Serial Number:	77434004	ANDREW MARC
Serial Number:	78624418	ANDREW MARC
Serial Number:	77978195	ANDREW MARC
Serial Number:	77982876	ANDREW MARC
Serial Number:	77394878	ANDREW MARC
Serial Number:	73340533	ANDREW MARC
Serial Number:	87172920	MARC NEW YORK
Serial Number:	88282434	MARC NEW YORK
Serial Number:	77186429	MARC NEW YORK

CH \$665.00 85968304

Property Type	Number	Word Mark
Serial Number:	77394789	MARC NEW YORK
Serial Number:	85808365	MARC NEW YORK ANDREW MARC
Serial Number:	77778791	MARC NEW YORK ANDREW MARC
Serial Number:	87334118	MARC NEW YORK ANDREW MARC
Serial Number:	87440762	MARC NEW YORK ANDREW MARC
Serial Number:	87800606	MARC NEW YORK ANDREW MARC
Serial Number:	78981308	MARC NEW YORK ANDREW MARC
Serial Number:	77982833	MARC NEW YORK ANDREW MARC
Serial Number:	75982243	MARC NEW YORK ANDREW MARC
Serial Number:	88040993	MNY

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: 10/20/2023

Total Attachments: 9

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TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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Name	Formerly	Execution Date	Entity Type
Andrew Mark IPCo LLC		10/17/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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Street Address:	270 Park Avenue
Internal Address:	ABL Portfolio Manager
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Phone: 3129932652
Email: heather.poitras@lw.com
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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:	10/17/2023

Total Attachments: 7
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RECEIPT INFORMATION

ETAS ID: TM846514
Receipt Date: 10/17/2023
Fee Amount: \$665

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 17, 2023, between ANDREW MARC 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:

ANDREW MARC IPCO LLC

By: 

Name: Neal S. Nackman

Title: Secretary & Treasurer

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 008233 FRAME: 0617

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
ANDREW MARC	85968304	06/24/2013	5186727	04/18/2017	Andrew Marc IPCo LLC
ANDREW MARC	77778783	07/10/2009	4400368	09/10/2013	Andrew Marc IPCo LLC
ANDREW MARC	85808337	12/20/2012	4569091	07/15/2014	Andrew Marc IPCo LLC
ANDREW MARC	87334154	02/13/2017	5602075	11/06/2018	Andrew Marc IPCo LLC
ANDREW MARC	86875827	01/14/2016	5807174	07/16/2019	Andrew Marc IPCo LLC
ANDREW MARC	78980110	05/06/2005	3464631	07/08/2008	Andrew Marc IPCo LLC
ANDREW MARC	88227793	12/13/2018	6809250	08/02/2022	Andrew Marc IPCo LLC
ANDREW MARC	77434004	03/28/2008	3614832	05/05/2009	Andrew Marc IPCo LLC
ANDREW MARC	78624418	05/06/2005	3720067	12/01/2009	Andrew Marc IPCo LLC
ANDREW MARC	77978195	02/12/2008	3729979	12/22/2009	Andrew Marc IPCo LLC

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
ANDREW MARC	77982876	12/05/2008	4126011	04/10/2012	Andrew Marc IPCo LLC
ANDREW MARC	77394878	02/12/2008	4158022	06/12/2012	Andrew Marc IPCo LLC
ANDREW MARC	73340533	12/07/1981	1221846	12/28/1982	Andrew Marc IPCo LLC
MARC NEW YORK	87172920	09/15/2016	5638443	12/25/2018	Andrew Marc IPCo LLC
MARC NEW YORK	88282434	01/30/2019	6456202	08/17/2021	Andrew Marc IPCo LLC
MARC NEW YORK	77186429	05/21/2007	3934706	03/22/2011	Andrew Marc IPCo LLC
MARC NEW YORK	77394789	02/12/2008	4272467	01/08/2013	Andrew Marc IPCo LLC
MARC NEW YORK ANDREW MARC	85808365	12/20/2012	5064507	10/18/2016	Andrew Marc IPCo LLC
MARC NEW YORK ANDREW MARC	77778791	07/10/2009	4403559	09/17/2013	Andrew Marc IPCo LLC
MARC NEW YORK ANDREW MARC	87334118	02/13/2017	6124902	08/11/2020	Andrew Marc IPCo LLC
MARC NEW YORK ANDREW MARC	87440762	05/08/2017	6228304	12/22/2020	Andrew Marc IPCo LLC
MARC NEW YORK ANDREW MARC	87800606	02/16/2018	6667015	03/08/2022	Andrew Marc IPCo LLC

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
MARC NEW YORK ANDREW MARC	78981308	05/06/2005	3797732	06/01/2010	Andrew Marc IPCo LLC
MARC NEW YORK ANDREW MARC	77982833	12/05/2008	4109424	03/06/2012	Andrew Marc IPCo LLC
MARC NEW YORK ANDREW MARC	75982243	12/12/2000	2647906	11/12/2002	Andrew Marc IPCo LLC
MNY	88040993	07/17/2018			Andrew Marc IPCo LLC