

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANDREW MARC IPCO LLC		10/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to U.S. Bank National Association), as Collateral Agent		
Street Address:	West Side Flats St. Paul 60 Livingston Avenue		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5186727	ANDREW MARC	
Registration Number:	4400368	ANDREW MARC	
Registration Number:	4569091	ANDREW MARC	
Registration Number:	5602075	ANDREW MARC	
Registration Number:	5807174	ANDREW MARC	
Registration Number:	3464631	ANDREW MARC	
Registration Number:	6809250	ANDREW MARC	
Registration Number:	3614832	ANDREW MARC	
Registration Number:	3720067	ANDREW MARC	
Registration Number:	3729979	ANDREW MARC	
Registration Number:	4126011	ANDREW MARC	
Registration Number:	4158022	ANDREW MARC	
Registration Number:	1221846	ANDREW MARC	
Registration Number:	5638443	MARC NEW YORK	
Registration Number:	6456202	MARC NEW YORK	
Registration Number:	3934706	MARC NEW YORK	
Registration Number:	4272467	MARC NEW YORK	
Registration Number:	5064507	MARC NEW YORK ANDREW MARC	

CH \$665.00 5186727

Property Type	Number	Word Mark
Registration Number:	4403559	MARC NEW YORK ANDREW MARC
Registration Number:	6124902	MARC NEW YORK ANDREW MARC
Registration Number:	6228304	MARC NEW YORK ANDREW MARC
Registration Number:	6667015	MARC NEW YORK ANDREW MARC
Registration Number:	3797732	MARC NEW YORK ANDREW MARC
Registration Number:	4109424	MARC NEW YORK ANDREW MARC
Registration Number:	2647906	MARC NEW YORK ANDREW MARC
Serial Number:	88040993	MNY

CORRESPONDENCE DATA

Fax Number: 2124552502
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: 2124552592
Email: jnull@stblaw.com
Correspondent Name: Courtney Welshimer
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	001819/0007
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	01/25/2024

Total Attachments: 7
source=G-III - Trademark Security Agreement (Bond) (Andrew Marc IPCo LLC) (Executed)#page1.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 17, 2023, is made by ANDREW MARC IPCO LLC, a Delaware limited liability company (the "Grantor") in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to U.S. Bank National Association), in its capacity as collateral agent (the "Collateral Agent") for the noteholders party to the Indenture (as defined below). Unless otherwise defined herein or context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference to them in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Indenture, dated as of August 7, 2020, (as it may be amended or modified from time to time, the "Indenture"), among G-III Apparel Group, Ltd. (the "Company"), the Grantor, the other grantors party thereto, the Collateral Agent and the noteholders, the Grantor, the Collateral Agent and certain other parties entered into that certain Pledge and Security Agreement, dated as of August 7, 2020, (as it may be amended or modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged, assigned and granted a security interest in all of its right, title and interest in, to and under the Collateral, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement, for purposes of recording the security interest in the Trademark Collateral with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interests granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Notes Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those listed in Schedule A annexed hereto, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) 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;
- (d) 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
- (e) all rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing, the Trademark Collateral does not include, and there shall be no security interest on, 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.

The Grantor and the Collateral Agent acknowledge and agree that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement. The Grantor shall prepare, record and file, at each its own expense, all documents or instruments (and amendments or continuation statements when applicable) with respect to the Trademark Collateral now existing or hereafter created meeting the requirements of the applicable state law in such manner and in such jurisdictions are necessary to perfect and maintain perfected security interest in the Trademark Collateral, and to timely deliver any such documents or other evidence of filing to the Collateral Agent. Notwithstanding anything herein to the contrary, the Collateral Agent shall have no responsibility for preparing, recording, filing, re-recording, or re-filing any document or instrument in any public office or for otherwise ensuring the perfection or maintenance of any security interest granted pursuant to this Agreement.

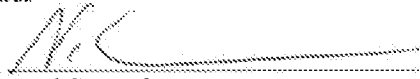
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

It is expressly understood and agreed by the parties hereto that this Agreement is executed and delivered by U.S. Bank Trust Company, National Association, not individually but solely as Collateral Agent under the Indenture, and solely in the exercise of the powers and authority conferred and vested in it under the Indenture and the Security Agreement. The Collateral Agent assumes no responsibility for the correctness of the recitals contained herein and shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Agreement and makes no representation with respect thereto. In connection with the Collateral Agent entering into and in the performance of its duties under any of this Agreement, to the extent not already provided for herein or therein, the Collateral Agent shall be entitled to the benefit of every provision of the Indenture limiting the liability of or affording rights, powers, protections, immunities and indemnities or benefits to the Collateral Agent as if they were expressly set forth therein, mutatis mutandis.

[Remainder of this page intentionally left blank]

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

ANDREW MARC IPCO LLC,
as Grantor

By: 
Name: Neal S. Nackman
Title: Secretary & Treasurer

Accepted and Agreed:
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Brandon Bonfig
Title: Vice President

Schedule A to Trademark Security Agreement (Andrew Marc IPCo LLC)

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
ANDREW MARC	77982876	12/05/2008	4126011	04/10/2012	Andrew Marc IPCo LLC

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
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
MARC NEW YORK ANDREW MARC	78981308	05/06/2005	3797732	06/01/2010	Andrew Marc IPCo LLC

[Schedule A to Trademark Security Agreement]

TRADEMARK
REEL: 008327 FRAME: 0989

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
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

[Schedule A to Trademark Security Agreement]