

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871323

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| STARLO 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: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4488725 | J HOWARD | |
| Registration Number: | 4488724 | JESSICA H | |
| Registration Number: | 4769500 | ELIZA J | |
| Registration Number: | 3112897 | ELIZA J | |
| Registration Number: | 5743473 | HARPER ROSE | |
| Registration Number: | 4010594 | J HOWARD | |
| Registration Number: | 1525866 | JESSICA HOWARD | |
| Registration Number: | 5994025 | JH EVENINGS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124552502 | | |
| <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: | 2124552592 | | |
| Email: | jmull@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 | | |

CH \$215.00 4488725

| | |
|--|-----------------|
| NAME OF SUBMITTER: | J. Jason Mull |
| SIGNATURE: | /J. Jason Mull/ |
| DATE SIGNED: | 01/25/2024 |
| Total Attachments: 5 source=G-III - Trademark Security Agreement (Bond) (Starlo IPCo LLC) (Executed)#page1.tif source=G-III - Trademark Security Agreement (Bond) (Starlo IPCo LLC) (Executed)#page2.tif source=G-III - Trademark Security Agreement (Bond) (Starlo IPCo LLC) (Executed)#page3.tif source=G-III - Trademark Security Agreement (Bond) (Starlo IPCo LLC) (Executed)#page4.tif source=G-III - Trademark Security Agreement (Bond) (Starlo IPCo LLC) (Executed)#page5.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 17, 2023, is made by STARLO 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.

STARLO 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 (Starlo IPCo LLC)

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

| Trademark | Serial No. | Filing Date | Registration No. | Registration Date | Owner |
|----------------|------------|-------------|------------------|-------------------|-----------------|
| J HOWARD | 85003497 | 03/31/2010 | 4488725 | 02/25/2014 | Starlo IPCo LLC |
| JESSICA H | 85003471 | 03/31/2010 | 4488724 | 02/25/2014 | Starlo IPCo LLC |
| ELIZA J | 86093826 | 10/17/2013 | 4769500 | 07/07/2015 | Starlo IPCo LLC |
| ELIZA J | 78470406 | 08/19/2004 | 3112897 | 07/04/2006 | Starlo IPCo LLC |
| Harper Rose | 87923294 | 05/16/2018 | 5743473 | 05/07/2019 | Starlo IPCo LLC |
| J HOWARD | 85975330 | 03/31/2010 | 4010594 | 08/09/2011 | Starlo IPCo LLC |
| JESSICA HOWARD | 73740214 | 07/15/1988 | 1525866 | 02/21/1989 | Starlo IPCo LLC |
| JH EVENINGS | 88296552 | 02/11/2019 | 5994025 | 02/25/2020 | Starlo IPCo LLC |

[Schedule A to Trademark Security Agreement]