

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security and Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Mendel Inc.		08/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gores Clothing Holdings, LLC		
Street Address:	10877 WILSHIRE BLVD.		
Internal Address:	18TH FLOOR		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1428455	J. MENDEL	
Registration Number:	1984745	THE WORKSHOP BY J. MENDEL	
Registration Number:	2831708	J. MENDEL	
Registration Number:	2829695	J. MENDEL	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	617-951-8144		
Email:	eileen.sullivan@morganlewis.com		
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	1 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	111476-0002		
NAME OF SUBMITTER:	Rachelle Dubow		
SIGNATURE:	/rachelle dubow/		
DATE SIGNED:	03/11/2015		

CH \$115.00 1428455

Total Attachments: 12

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AMENDED AND RESTATED
TRADEMARK SECURITY AND PLEDGE AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AND PLEDGE AGREEMENT (this “**Agreement**”) is entered into as of August 21, 2014, by and between **GORES CLOTHING HOLDINGS, LLC**, a Delaware limited liability company (together with its successors and assigns, “**Grantee**”), and **J. MENDEL INC.**, a Delaware corporation (“**J. Mendel Inc.**” and together with each Subsidiary of J. Mendel Inc. that becomes party hereto by executing a Joinder, each a “**Grantor**” and together, the “**Grantors**”).

RECITALS:

A. Pursuant to that certain Term Loan Agreement, dated as of August 27, 2010 between J. Mendel and Grantee (the “**Original Loan Agreement**”), Grantee made certain loans to J. Mendel (the “**Initial Loans**”);

B. In connection with the Original Loan Agreement and the funding of the Initial Loans, Grantee and J. Mendel entered into a Trademark Security and Pledge Agreement dated August 27, 2010 (the “**Original Trademark Security Agreement**”);

C. Grantee and J. Mendel propose to amend and restate the Original Loan Agreement effective as of the date hereof (such amended and restated agreement, the “**Amended and Restated Loan Agreement**”) to provide, among other things, for the potential funding of additional loans and advances thereunder (“**Additional Loans**”);

D. It is a condition precedent to the funding of any Additional Loans under the Amended and Restated Loan Agreement that the parties hereto shall have executed and delivered this Agreement amending and restating the Original Trademark Security Agreement in its entirety.

E. Grantor owns certain marks described on Schedule A hereto, together with any applications, extensions, renewals or other filings related thereto, including all of the goodwill and general intangible rights associated therewith (collectively, the “**Registered Marks**”).

F. Grantors desire to pledge (and to ratify and confirm all prior pledges under the Original Trademark Security Agreement) as collateral to Grantee, and Grantee desire to accept from Grantors, the Registered Marks.

G. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained herein and in the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Security Interest. As collateral for the prompt and complete payment when due of the Obligations, including any Additional Loans or other advances made under the

Amended and Restated Loan Agreement, Grantors hereby (x) ratify and confirm all security interests granted to Grantee in connection with the Initial Loans pursuant to the Original Trademark Security Agreement and (y) grant Grantee a continuing first priority security interest, in:

(a) Each Grantor's entire right, title and interest in and to the Registered Marks including all of the goodwill and general intangible rights associated therewith, in the United States and in all foreign countries, whether or not such Registered Marks are registered or have been registered prior to, on or after the date of this Agreement; and

(b) All income, proceeds, royalties, damages, payments, claims, demands, and causes of action, both statutory and based upon common law, and in law or equity, that any Grantor has or might have by reason of any infringement, past, present or future, of any Registered Marks prior to, on or after the date of this Agreement, together with the right to collect and prosecute all of and for all of the above in Grantee's own name.

This Agreement is solely for purposes of securing performance of the Loan Documents and shall not operate as an assignment of any rights, liabilities or obligations relating to the Registered Marks. Grantors shall have the sole responsibility for the prosecution, defense, enforcement, maintenance and any other similar actions in connection with the Registered Marks and Grantors' rights therein at their sole cost and expense.

In addition to the grant and pledge of the Registered Marks provided above, each Grantor grants, assigns, transfers, conveys, and sets over to Grantee, such Grantor's entire right, title, and interest in and to the Registered Marks; provided, however, that such grant, assignment, transfer, and conveyance shall be and become of force and effect only (a) on or after the occurrence and during the continuance of an Event of Default under the Loan Agreement, (b) on the written demand of Grantee at any time during such continuance and (c) in order to facilitate Grantee's exercise of its rights as a secured party under the UCC with respect to the Registered Marks. Grantor shall deliver to Grantee an assignment in blank of the Registered Marks for use solely as provided in the previous sentence. Except (i) with Grantee's prior written consent, (ii) for licenses of the Registered Marks in the ordinary course of Grantors' business consistent with past practices, or (iii) as permitted hereunder, no Grantor will (x) mortgage, pledge, assign, encumber, grant a security interest in, transfer alienate any of the Registered Marks, or (y) enter into any agreement that is inconsistent with Grantors' obligations under this Agreement. Notwithstanding the foregoing, Grantors may grant licenses under the Registered Marks in the ordinary course of business.

2. Representations and Warranties. Each Grantor represents and warrants to Grantee as follows:

(a) such Grantor is duly authorized and empowered to execute and perform this Agreement;

(b) such Grantor is not a party to any agreements, instruments or agreements that are in conflict with this Agreement or which would cause any Lien to be created on the Registered Marks;

(c) this Agreement constitutes a legal, valid and binding agreement and is enforceable against such Grantor in accordance with its terms;

(d) neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby will violate any law, rule, regulation, or order affecting a Grantor, any of its affiliates or any of their assets or properties;

(e) such Grantor has not engaged in any acts or conduct, or made any omissions, that would result in Grantee receiving proportionately less than a one hundred percent (100.00%) ownership interest in the Registered Marks (subject to such licenses or rights to use the Registered Marks as may be granted by any Grantor from time to time in the ordinary course of Grantor's business), or less favorable treatment under any law, rule, regulation, order, claim, action or proceeding.

3. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Grantor shall obtain any right, title or interest in or to any other or new trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, the provisions of this Agreement shall automatically apply thereto and Grantors shall promptly provide to Grantee notice thereof in writing and execute and deliver to Grantee such documents or instruments as Grantee may request to further implement, preserve or evidence Grantee's interest therein.

4. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Registered Marks include or the security interest granted under Section 1 hereof attach to any "intent-to-use" application for registration of a Registered Mark 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.

5. Further Assurances. Each Grantor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, instruments, consents, notices and assurances as may be requested by Grantee to further evidence and perfect the security interest and Liens contemplated by this Agreement and enforcement of the same hereunder and the transactions contemplated hereby.

6. Termination. On the indefeasible payment in full and satisfaction of the Obligations, this Agreement shall terminate and Grantee shall, on the written request of Grantors, execute and deliver to Grantors all deeds, assignments, and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in Grantors the entire right, title, and interest to the Registered Marks previously granted, assigned, transferred, and conveyed to Grantee by Grantors under this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by Grantee under this Agreement.

7. Amendment. This Agreement may not be modified or amended unless such modification or amendment is in a writing signed by the parties. The provisions of this Agreement may not be waived unless such waiver is in a writing signed by the party against whom enforcement of such waiver or discharge is sought.

8. Severability. If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Governing Law. MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH GRANTOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT, AND THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

11. Consent to Jurisdiction. ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY AT GRANTEE'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND EACH GRANTOR WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. EACH GRANTOR HEREBY DESIGNATES AND APPOINTS:

CORPORATION SERVICE COMPANY
2711 CENTERVILLE ROAD, SUITE 400
WILMINGTON, NEWCASTLE COUNTY, DELAWARE 19808

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY

SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO SUCH GRANTOR IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON SUCH GRANTOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. EACH GRANTOR (I) SHALL GIVE PROMPT NOTICE TO GRANTEE OF ANY CHANGED ADDRESS OF THEIR AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

12. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO (BY ACCEPTANCE OF THIS AGREEMENT), WAIVES AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.

13. Counterparts. This Agreement may be executed in counterparts, including facsimile or electronic signature, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

GRANTOR:

J. MENDEL INC.
a Delaware corporation

By: 

Name: Steven G. Eisner
Title: Vice President

GRANTEE:

GORES CLOTHING HOLDINGS, LLC
a Delaware limited liability company


By: 
By: The Gores Group, LLC, IP Manager



Name: Steven G. Eisner
Title: Managing Director


[SIGNATURE PAGE TO TRADEMARK SECURITY AND PLEDGE AGREEMENT]

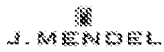


TRADEMARK
REEL: 005475 FRAME: 0913

**SCHEDULE A
Registered Marks**



<u>MARK</u>	<u>CT RY</u>	<u>CL./GOODS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER. NO.</u>	<u>FILE DATE</u>	<u>OWNER/ STATUS</u>
J. MENDEL	U.S	25/Fur and fur trimmed apparel and accessories, namely, coats, jackets, capes, vests, hats, muffs, earmuffs and sweaters	1,428,455	Feb. 10, 1987	73527 904	Mar. 20, 1985	J. Mendel Inc. Renewed
THE WORKSHOP BY J. MENDEL	U.S	40/Redesigning, remodeling and restyling services in the field of fur and fur trimmed apparel and clothing accessories	1,984,745	July 2, 1996	75975 065	May 18, 1993	J. Mendel Inc. Renewed
 J. MENDEL	U.S	25/Fur and fur trimmed apparel and accessories, namely, coats, jackets, capes, vests, hats, muffs, earmuffs and sweaters	2,831,708	Apr. 13, 2004	76517 515	May 28, 2003	J. Mendel Inc. Registered
J. MENDEL	U.S	18/handbags, purses, and shoulder bags	2,829,695	Apr 6, 2004	76517 514	May 28, 2003	J. Mendel Inc. Registered

<u>MARK</u>	<u>CTRY</u>	<u>CL./GOODS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER. NO.</u>	<u>FILE DATE</u>	<u>OWNER/ STATUS</u>
J. MENDEL	Canada	Handbags, purses and shoulder bags; fur and fur trimmed apparel and accessories, namely coats, jackets, capes, vests, hats, muffs, earmuffs and sweaters	TMA748691	9/25/09	1,305,893	June 19, 2006	J. Mendel Inc. Registered
 J. MENDEL	Canada	Handbags, purses and shoulder bags; fur and fur trimmed apparel and accessories, namely coats, jackets, capes, vests, hats, muffs, earmuffs and sweaters	TMA748319	9/22/09	1,305,894	June 19, 2006	J. Mendel Inc. Registered
 J. MENDEL	China	18/handbags, purses, and shoulder bags animal skins; imitation leather, traveling bags; trunk (luggage); briefcases; fur; umbrellas' walking sticks; saddlery	3458533	4/21/05	3458533	Feb. 14, 2003	J. Mendel Inc. Registered

<u>MARK</u>	<u>CTRY</u>	<u>CL./GOODS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER. NO.</u>	<u>FILE DATE</u>	<u>OWNER/ STATUS</u>
 J. MENDEL	China	25/clothing, coats jackets (clothing), capes, vests, hats, muffs (clothing), earmuffs, sweaters, scarves and belts (clothing), all-in-one suits for babies; swimsuits, water proof clothing; costumes clothing; shoes for gymnastics; shoes; socks; gloves; sashes for wear	3458532	1/21/05	3458532	Feb. 14, 2003	J. Mendel Inc. Registered
J. MENDEL	European Union	18/ Articles made of leather or imitation leather; bags, briefcases, holdalls, rucksacks, sport bags, boot bags, satchels, wallets, hand bags, purses, shoulder bags 25/Clothing; fur and fur trimmed apparel and accessories; coats, jackets, capes, vests, hats, masks, earmuffs, sweaters	5217849	7/12/07	5217849	July 7, 2006	J. Mendel Inc. Registered

<u>MARK</u>	<u>CTRY</u>	<u>CL./GOODS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER. NO.</u>	<u>FILE DATE</u>	<u>OWNER/ STATUS</u>
 J. MENDEL	European Union	18/Articles made of leather or imitation leather; bags, briefcases, holdalls, rucksacks, sport bags, boot bags, satchels, wallets, hand bags, purses, shoulder bags 25/Clothing; fur and fur trimmed apparel and accessories; coats, jackets, capes, vests, hats, masks, earmuffs, sweaters	5219332	9/6/07	5219332	July 7, 2006	J. Mendel Inc. Registered
 J. MENDEL	Hong Kong	18/Handbags, purses and shoulder bags 25/ Apparel and accessories, coats, jackets, capes, vests, hats, muffs, earmuff, sweaters, scarves and belts	200211783 AA (new reg. no.)	9/9/02			J. Mendel Inc. Registered
 J. MENDEL	Japan	18/Handbags, shoulder bags, other bags, purses (excluding those of precious metal), other pouches	4813100	10/29/04	2001-56917	June 22, 2001	J. Mendel Inc. Registered

<u>MARK</u>	<u>CTRY</u>	<u>CL./GOODS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER. NO.</u>	<u>FILE DATE</u>	<u>OWNER/ STATUS</u>
J. Mendel	Russia	18/Articles made of leather and imitation leather, namely bags, briefcases, holdalls, rucksacks, sport bags, boot bags, satchels, shoulder bags, handbags, purses, wallets. 25/Clothing, namely coats, jackets, capes, vests, pants, blouses, pants, pantsuits, dresses, gowns, shirts, skirts, sweaters, tank tops, stoles, hats, muffs, gloves, earmuffs, scarves, belts, shawls, footwear 35/Retail store services	396137	12/7/07	2007-738399	Dec. 7, 2007	J. Mendel Inc. Registered

<u>MARK</u>	<u>CTRY</u>	<u>CL./GOODS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SER. NO.</u>	<u>FILE DATE</u>	<u>OWNER/ STATUS</u>
 J. MENDEL	Russia	18/Articles made of leather or imitation leather; namely bags, briefcases, holdalls, rucksacks, sport bags, boot bags, satchels, shoulder bags, handbags, purses, wallets 25/Clothing, namely coats, jackets, capes, vests, pants, blouses, pants, pantsuits, dresses, gowns, shirts, skirts, sweaters, tank tops, stoles, hats, muffs, gloves, earmuffs, scarves, belts, shawls, footwear 35/Retail store services	396138	12/7/07	2007-738400	Dec. 7, 2007	J. Mendel Inc. Registered
 J. MENDEL	South Korea	18/Handbags, purses and shoulder bags 25/ Apparel and accessories, namely, coats, jackets, capes, vests, hats, muffs, earmuff, sweaters, scarves and belts	592,905	9/10/04	40-2003-25276	June 4, 2003	J. Mendel Inc. Registered