

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D P I Imports, Inc.		03/27/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	275 Broadhollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	1369094	GALLERY	
Registration Number:	1340963	URBAN EQUIPMENT	
Registration Number:	1354320	J-GALLERY	
Registration Number:	1432038	PRO-WEAVE	
Registration Number:	1440034	GALLERY	
Registration Number:	1474258	YOUNG GALLERY	
Registration Number:	1495208	GALLERY	
Registration Number:	1530973	GALLERY WOMAN	
Registration Number:	1543674	J. GALLERY	
Registration Number:	1663490	JUNIOR GALLERY	
Registration Number:	1674373	GIACCA SPORT	
Registration Number:	1869676	WEATHERPROOF GARMENT COMPANY SINCE 1948	
Registration Number:	1862577	FOX KNAPP	
Registration Number:	2098272	WEATHER REPORT	
Registration Number:	2492858	WEATHERPROOF SINCE 1948 GARMENT COMPANY	
Registration Number:	2225168	IMPERMEABLE BY WEATHERPROOF	
Registration Number:	2582737	WEATHERCAST	
Registration Number:	2540394	LIFE IS A JOURNEY. STAY WARM. KEEP DRY.	
Registration Number:	3104250	PORTRAIT	

OP \$1190.00 1369094

Property Type	Number	Word Mark
Registration Number:	3493317	THERMA BY WEATHERPROOF
Registration Number:	3413679	CROSS WEAVE
Registration Number:	3610698	RESPIRE
Registration Number:	3931995	WEATHERPROOF 32° DEGREES
Registration Number:	3932295	WEATHERPROOF
Registration Number:	3932296	WEATHERPROOF SINCE 1948
Registration Number:	3192099	WEATHERPROOF
Registration Number:	3189057	WEATHERPROOF GARMENT COMPANY
Registration Number:	4214673	HEATKEEP
Registration Number:	4034151	32° DEGREES HEAT
Serial Number:	85415526	WEATHER KIDS
Serial Number:	85415543	WEATHER BABY
Serial Number:	85444763	WEATHERPROOF SINCE 1948
Registration Number:	4463176	HEATLAST
Serial Number:	85514379	SUNPROOF BY WEATHERPROOF
Serial Number:	85543060	HEATKEEP
Registration Number:	4325605	32° DEGREES COOL
Registration Number:	4358838	WEATHERPROOF 32° DEGREES COOL
Registration Number:	4408165	COOLKEEP
Serial Number:	85755731	WEATHERPROOF PAINT COMPANY
Serial Number:	85756107	WEATHERPROOF PAINT COMPANY SINCE 1948
Serial Number:	85803124	WEATHERWASH
Serial Number:	85861551	WEATHERMAN
Serial Number:	85875786	MISS GALLERY
Serial Number:	86012866	32 DEGREES COOL AIR
Serial Number:	86032588	WEATHERPROOF GARMENT COMPANY SINCE 1948
Serial Number:	86301819	WEATHERPROOF 32° DEGREES
Serial Number:	86518847	0 DEGREE HEAT CORE TECHNOLOGY

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: 516-296-9197

Email: wforrest@cullenanddykman.com

Correspondent Name: Wendy D. Forrest, Esq.

Address Line 1: 100 Quentin Roosevelt Boulevard

Address Line 2: Cullen and Dykman LLP

Address Line 4: Garden City, NEW YORK 11530

ATTORNEY DOCKET NUMBER:	F154740
NAME OF SUBMITTER:	Wendy Forrest, Esq.
SIGNATURE:	/Wendy Forrest, Esq./
DATE SIGNED:	03/30/2015
Total Attachments: 6 source=Trademarks Security Agreement signed with cover page for PTO#page5.tif source=Trademarks Security Agreement signed with cover page for PTO#page6.tif source=Trademarks Security Agreement signed with cover page for PTO#page7.tif source=Trademarks Security Agreement signed with cover page for PTO#page8.tif source=Trademarks Security Agreement signed with cover page for PTO#page9.tif source=Trademarks Security Agreement signed with cover page for PTO#page10.tif	

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS D P I Imports, Inc., a New York corporation, (the "Pledgor") is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (together with any other trademarks or trademark applications now or hereafter acquired by Pledgor, collectively, the "Trademarks");

WHEREAS Capital One, National Association ("Lender") has made a loan to the Pledgor in the principal amount of \$10,000,000 (the "Loan") and in connection therewith has executed in favor of the Pledgor a Promissory Note dated as of March 27, 2015 from the Pledgor payable to the Lender in the amount of \$10,000,000 (the "Note");

WHEREAS to secure all of Pledgor's obligations under the Note and any swap agreement (as defined in 11 U.S.C. § 101, as in effect from time to time) entered into between the Pledgor and the Lender or any of Lender's affiliates (a "Swap Agreement"), the Pledgor has entered into that certain Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender, pursuant to which Pledgor has granted to the Lender a security interest in all assets of Pledgor, including, without limitation, the Trademarks;

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

Pledgor hereby reconfirms the terms of the Security Agreement. Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, Pledgor's right, title and interest in and to the Trademarks, together with the entire good will of Pledgor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgor hereunder secures the payment of all obligations under and as defined in the Note and any Swap Agreement.

The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Security Agreement (Trademarks).

This Security Agreement (Trademarks) has been entered into in connection with the Security Agreement, and the Pledgor and the Lender hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

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

This Security Agreement (Trademarks) 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.

If Pledgor shall obtain rights to any new Trademarks, the provisions of this Security Agreement (Trademarks) shall automatically apply thereto. Pledgor shall give prompt notice in writing to Lender with respect to any such new Trademarks. Pledgor hereby authorizes Lender to unilaterally modify this Security Agreement (Trademarks) by amending Schedule A to include such new Trademarks on Schedule A. However, no failure to so modify Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademarks, whether or not listed on Schedule A.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgor and the Lender have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 27th day of March, 2015.

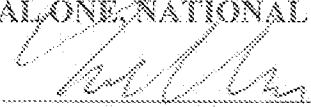
PLEDGOR:

D P I IMPORTS, INC., a New York corporation

By: 
Name: Alan Peyser
Title: President

LENDER:

CAPITAL ONE NATIONAL ASSOCIATION

By: 
Name: FRANK BARLOCK
Title: SVP

SCHEDULE A

MARK	SERIAL NO.	REGISTRATION NO.	DATE	GRANTOR
Gallery	73439417	1369094	11/05/85	D P I Imports, Inc.
Urban Equipment	73494359	1340963	06/11/85	D P I Imports, Inc.
J-Gallery	73508375	1354320	08/13/85	D P I Imports, Inc.
Pro-Weave	73606405	1432038	03/10/87	D P I Imports, Inc.
Gallery	73621529	1440034	05/19/87	D P I Imports, Inc.
Young Gallery	73655424	1474258	01/26/88	D P I Imports, Inc.
Gallery	73696385	1495208	07/05/88	D P I Imports, Inc.
Gallery Woman	73743458	1530973	03/21/89	D P I Imports, Inc.
J. Gallery	73761267	1543674	06/13/89	D P I Imports, Inc.
Junior Gallery	74110230	1663490	11/05/91	D P I Imports, Inc.
Giacca Sport	74147173	1674373	02/04/92	D P I Imports, Inc.
Weatherproof Garment Company Since 1948	74392309	1869676	12/27/94	D P I Imports, Inc.
Fox Knapp	74426842	1862577	11/15/94	D P I Imports, Inc.
Weather Report	75064576	2098272	09/16/97	D P I Imports, Inc.
Weatherproof Since 1948 Garment Company	75239704	2492858	09/25/01	D P I Imports, Inc.
Impermeable by Weatherproof	75307997	2225168	02/23/99	D P I Imports, Inc.
Weathercast	75656300	2582737	06/18/02	D P I Imports, Inc.
Life is a Journey, Stay Warm. Keep Dry.	76275477	2540394	02/19/02	D P I Imports, Inc.
Portrait	76314625	3104250	06/13/06	D P I Imports, Inc.

Therma By Weatherproof	77133311	3493317	08/26/08	D P I Imports, Inc.
Cross Weave	77176719	3413679	04/15/08	D P I Imports, Inc.
Respire	77639301	3610698	04/21/09	D P I Imports, Inc.
Weatherproof 32° Degrees	77835453	3931995	03/15/11	D P I Imports, Inc.
Weatherproof	77898481	3932295	03/15/11	D P I Imports, Inc.
Weatherproof Since 1948	77898495	3932296	03/15/11	D P I Imports, Inc.
Weatherproof	78701731	3192099	01/02/07	D P I Imports, Inc.
Weatherproof Garment Company	78701735	3189057	12/26/06	D P I Imports, Inc.
Heatkeep	85217303	4214673	09/25/12	D P I Imports, Inc.
32° Degrees Heat	85218169	4034151	01/04/11	D P I Imports, Inc.
Weather Kids	85415526	None		D P I Imports, Inc.
Weather Baby	85415543	None		D P I Imports, Inc.
Weatherproof Since 1948	85444763	None		D P I Imports, Inc.
Heatlast	85463821	4463176	01/07/14	D P I Imports, Inc.
Sunproof by Weatherproof	85514379	None		D P I Imports, Inc.
Heatkeep	85543060	None		D P I Imports, Inc.
32° Degrees Cool	85546382	4325605	04/23/13	D P I Imports, Inc.
Weatherproof 32° Degrees Cool	85549891	4358838	06/25/13	D P I Imports, Inc.
Coolkeep	85655752	4408165	09/24/13	D P I Imports, Inc.
Weatherproof Paint Company	85755731	None		D P I Imports, Inc.
Weatherproof Paint Company Since 1948	85756107	None		D P I Imports, Inc.
Weatherwash	85803124	None		D P I Imports, Inc.
Weatherman	85861551	None		D P I Imports, Inc.

Miss Gallery	85875786	None		D P I Imports, Inc.
32 Degrees Cool Air	86012866	None		D P I Imports, Inc.
Weatherproof Garment Company Since 1948	86032588	None		D P I Imports, Inc.
Weatherproof 32° Degrees	86301819	None		D P I Imports, Inc.
0 Degree Heat Core Technology	86518847	None		D P I Imports, Inc.