

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Loan And Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Mendel Inc.		02/04/2015	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:	Morgan, Lewis & Bockius LLP		
Address Line 2:	1 Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	GORES		
NAME OF SUBMITTER:	Rachelle A. Dubow		
SIGNATURE:	/rachelle dubow/		
DATE SIGNED:	04/08/2015		

CH \$115.00 1428455

Total Attachments: 12

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SUPPLEMENTAL LOAN AND SECURITY AGREEMENT

This Supplemental Loan and Security Agreement (this “**Agreement**”), is entered into effective as of February 4, 2015, by and between **GORES CLOTHING HOLDINGS, LLC**, a Delaware limited liability company (“**Lender**”), and **J. MENDEL INC.**, a Delaware corporation (“**Borrower**”).

RECITALS

A. The parties hereto have entered into that certain Amended and Restated Term Loan Agreement, dated August 21, 2014 (the “**Loan Agreement**”), Amended and Restated Security Agreement, dated August 21, 2014 (the “**Security Agreement**”), Amended and Restated Trademark Security and Pledge Agreement, dated August 21, 2014 (the “**Trademark Security Agreement**” and collectively with the Loan Agreement and Security Agreement, the “**Existing Loan Documents**”) and Amended and Restated Secured Convertible Promissory Note, dated August 21, 2014 (the “**2014 Note**”), pursuant to which, among other things, Lender made certain loans to Borrower and Borrower granted certain security interests to Lender with respect to Borrower’s intellectual property and other assets to secure the repayment of the amounts Lender loaned to Borrower (the “**Existing Loans**”).

B. Lender has agreed to make additional secured loans to Borrower in an aggregate principal amount of up to \$1,000,000 (the “**New Loans**”), as evidenced by that certain Secured Convertible Promissory Note, dated as of the date hereof (the “**New Note**”).

C. The Lender and the Borrower propose to amend and supplement the Loan Agreement, Security Agreement and Trademark Security Agreement to confirm or provide that the terms of such agreements shall also govern and apply to the New Loans evidenced by the New Note.

AGREEMENT

The parties hereto hereby agree as follows:

1. Incorporation of New Loans and New Note.

(a) Notwithstanding any provisions in the Existing Loan Documents to the contrary, the parties hereby agree that the Existing Loan Documents (as supplemented and amended hereby) shall govern the terms of and apply to the New Note and the New Loan to the same extent that such agreements apply to the Existing Loans and the 2014 Note. Without limiting the foregoing, for purposes of the Existing Loan Documents (i) the New Loans shall be deemed to be “**Loans**”, (ii) the “**Loan Amount**” shall include the amounts of the New Loans, (iii) the New Note shall be deemed to be a “**Loan Document**”, (iv) the repayment of the New Loan and the fulfillment of any obligations arising under or pursuant to the New Note shall constitute “**Obligations**”, (v) references to the “**Note**” in the Existing Loan Documents shall be deemed to include the New Note, (vi) the term “**Security Interest**” in the Security Agreement shall be deemed to refer to and include the security interest in the Collateral (as defined in the Security Agreement) and the Registered Marks (as defined in the Trademark Security Agreement) granted herein to secure repayment of the New Loan and fulfillment of the

Obligations with respect to the New Note and (vii) Schedule A attached to the Trademark Security Agreement shall be supplemented, amended and restated in full as set forth in Schedule A attached hereto.

(b) Borrower hereby (a) ratifies and confirms all security interests granted to Lender in connection with the Existing Loans pursuant to the Security Agreement and the Trademark Security Agreement and (b) grants to Lender a first priority senior security interest in the Collateral (as defined in the Security Agreement) and the Registered Marks (as defined in the Trademark Security Agreement), in each case to secure the timely and full satisfaction and payment of the Obligations, including repayment of the New Loan and the fulfillment of any Obligations with respect to the New Note.

(c) In accordance with Article III of the Loan Agreement, each Borrower Party hereby jointly and severally makes the representations and warranties set forth in Article III of the Loan Agreement to Lender as of the date hereof and as of each date upon which any portion of the New Loans is funded. The Borrower Parties further jointly and severally agree to adhere to each of the covenants set forth in Article IV of the Loan Agreement until all amounts due and owing to Lender under the New Note have been indefeasibly repaid in cash in full.

2. Further Assurances. The Borrower Parties shall, from time to time, upon request by Lender, execute, deliver, record and furnish such documents to Lender, and take such further actions, as Lender from time to time may deem necessary or desirable (a) to consummate fully the transactions contemplated under this Agreement, (b) to implement the amendments and supplements to the Existing Loan Documents referenced herein (including any conforming amendments or supplements to such documents and instruments (including any defined terms used therein)) to the extent necessary to accomplish the purpose and intent of this Agreement and (c) to grant, effect, evidence, secure and perfect Lender's continuing first priority senior security interest in, and Lien on, the Collateral and the Registered Marks.

3. Miscellaneous.

(a) Unless otherwise defined herein or supplemented or amended hereby, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Loan Agreement. For purposes of this Agreement, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole.

(b) Except as expressly supplemented or amended by this Agreement, each of the terms and provisions of the Existing Loan Documents shall remain in full force and effect in accordance with their respective terms, and such terms and provisions (as supplemented or amended hereby) shall be deemed incorporated by reference into this Agreement as if fully set forth herein. Whenever an Existing Loan Document is referred to herein or in any other agreements, documents and instruments, such reference shall be to such Existing Loan Document as supplemented or amended hereby.

(c) No failure to exercise and no delay in exercising, on the part of the Lender, any right, remedy, power or privilege hereunder or under the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

(d) All representations and warranties made hereunder and in the other Loan Documents (or in any amendment, modification or supplement hereto or thereto) and in any certificate delivered pursuant hereto or thereto shall survive and be unaffected by the execution and delivery of this Agreement.

(e) This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York. In the event of any dispute arising out of, or related to, this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

(f) This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format shall be effective as delivery of an original manually executed counterpart of this Agreement. This Agreement and the other Loan Documents (as supplemented and amended hereby) constitute the entire contract among the parties with respect to the collective subject matter hereof and thereof.

(g) If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction or context, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or the other Loan Documents or invalidate or render unenforceable such term or provision in any other jurisdiction or context.

(h) This Agreement shall be binding upon and inure to the benefit of Borrower Parties and Lender and their respective successors and assigns; provided, however, Borrower Parties may not assign or transfer any of their rights or obligations under this Agreement except to a successor or assignee of their rights and obligations under the Loan Documents pursuant to the terms thereof, and any purported assignment by any Borrower Parties in violation of this provision shall be deemed to be null and void.

(i) This Agreement can be waived, modified, amended, terminated or discharged, and the security interests referenced herein can be released, only explicitly in a writing signed by Lender, and, in the case of amendment or modification, in a writing signed by Borrower. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies.

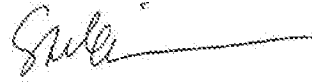
(j) Lender's duty of care with respect to any Collateral in its possession (as imposed by law) shall be deemed fulfilled if Lender exercises commercially reasonable care in physically safekeeping such Collateral in accordance with applicable law or, in the case of Collateral in the custody or possession of a bailee or other third Person pursuant to a written agreement, exercises reasonable care in the selection of the bailee or other third Person, and Lender need not otherwise preserve, protect, insure or care for any Collateral. Lender shall not be obligated to preserve any rights Borrower Parties may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application so long as applied to the Obligations under the Loan Documents.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BORROWER:

J. MENDEL INC.,
a Delaware corporation



Name: Steven G. Eisner

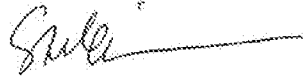
Title: Vice President and Assistant Secretary

Address:

c/o The Gores Group, LLC
9800 Wilshire Blvd.
Beverly Hills, CA 90212
Attention: General Counsel
Telecopier: (310) 209-3310

LENDER:

GORES CLOTHING HOLDINGS, LLC,
a Delaware limited liability company



By: _____


Name: Steven G. Eisner



Title: Vice President and Secretary


Address:

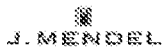


c/o The Gores Group, LLC
9800 Wilshire Blvd.
Beverly Hills, CA 90212
Attention: General Counsel
Telecopier: (310) 209-3310

**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	Europe an 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

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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
 J. MENDEL	Hong Kong		200211784	6/22/01			J. Mendel Inc. (subject of a merger)
 J. MENDEL	Hong Kong		200211783	6/22/01			J. Mendel Inc. (subject of a merger)