

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Destination XL Group, Inc.		09/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent and Collateral Agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5459177	TIME TO XL	
Serial Number:	88095865		
Serial Number:	88095784	SHARPDOG	
Serial Number:	88095057	THREADBULL	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	09/05/2019		
Total Attachments: 5			
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SUPPLEMENT TO GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

September 5, 2019

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, DESTINATION XL GROUP, INC., a Delaware corporation (the “Grantor”), hereby grants to BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent for its own benefit and the benefit of the other Credit Parties (as defined in the Security Agreement referred to below), having an office at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110 (the “Grantee”), a continuing security interest in the following: (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, service marks, trademark registrations, service mark registrations, trademark applications, and service mark applications set forth on Schedule A attached hereto (the foregoing, collectively, the “Marks”), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS SUPPLEMENT TO GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Grant”) is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Second Amended and Restated Security Agreement by, among others, the Grantor, the other Grantors party thereto (as defined therein), and the Grantee, dated as of May 24, 2018 (as amended, modified, supplemented or restated hereafter, the “Security Agreement”).

WHEREAS, pursuant to the Security Agreement, that certain GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated as of May 24, 2018, in favor of Grantee (as amended, supplemented or otherwise modified and in effect, the “Grant of

Security Interest in U.S. Trademarks”), was recorded with the United States Patent and Trademark Office on May 24, 2018 at Reel 6336, Frame 0177;

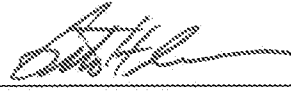
NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement and Grant of Security Interest in U.S. Trademarks, this Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Grant and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date above first written.

DESTINATION XL GROUP, INC., as Grantor

By: 

Name: Peter H. Stratton, Jr.

Title: Executive Vice President, Chief
Financial Officer & Treasurer

ACKNOWLEDGED AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Grantee

By: Christine Hutchinson
Name: Christine Hutchinson
Title: Senior Vice President

Signature Page to Supplement to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 006737 FRAME: 0261

SCHEDULE A

Trademarks

<u>Trademarks/Service Marks</u>	<u>Registration No.</u>	<u>Registration Date</u>
TIME TO XL (SM)	5459177	05/01/18

Trademark Applications
(Pending)

<u>Trademarks/Service Marks</u>	<u>Serial No.</u>	<u>Application Date</u>
DOG SILHOUETTE (MISC. DESIGN)	88/095865	08/28/18
SHARP DOG	88/095784	08/28/18
THREADBULL	88/095057	08/28/18