

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557177

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Johnny Was, LLC		01/10/2020	Limited Liability Company: DELAWARE
Calme, LLC		01/10/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK, AS AGENT
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3703891	JOHNNY WAS
Registration Number:	4834810	BIYA
Registration Number:	4727118	PETE & GRETA
Serial Number:	87305336	JOHNNY WAS
Serial Number:	87417146	
Serial Number:	87803562	JADE BY JOHNNY WAS
Serial Number:	88301772	CALMÉ

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division

Address Line 2: Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

TRADEMARK

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	01/13/2020
Total Attachments: 8 source=Johnny Was - executed Trademark Security Agreement#page1.tif source=Johnny Was - executed Trademark Security Agreement#page2.tif source=Johnny Was - executed Trademark Security Agreement#page3.tif source=Johnny Was - executed Trademark Security Agreement#page4.tif source=Johnny Was - executed Trademark Security Agreement#page5.tif source=Johnny Was - executed Trademark Security Agreement#page6.tif source=Johnny Was - executed Trademark Security Agreement#page7.tif source=Johnny Was - executed Trademark Security Agreement#page8.tif	

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this “Agreement”), dated as of January 10, 2020, between the undersigned (individually each the “Debtor” and collectively the “Debtors”) and Comerica Bank, as Agent for the Lenders (as defined below) (“Secured Party”).

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) by and among the Debtors and each other party that may join from time to time as a Borrower thereunder (with the Debtors, the “Borrowers”), JW Holdings, LLC (“Parent”), the financial institutions from time to time signatory thereto (individually a “Lender”, and any and all such financial institutions collectively the “Lenders”) and Comerica Bank as Administrative Agent (the “Agent”) for the Lenders, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make certain loans to the Borrowers, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of the date hereof to the Secured Party for the benefit of the Lenders (as amended or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, as a condition precedent to the making of the loans under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Lenders, and grant to the Secured Party for the benefit of the Lenders a security interest in, all of the following property of such Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all of a Debtor's license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on **Schedule 1.1** hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all of a Debtor's trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b), (c), and (d); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license;

provided, however, that "Trademark Collateral" shall not include: (a) any General Intangible, permit, lease, license, contract or other instrument of a Debtor if Debtor's grant of a security interest in favor of Agent in such property would result in a breach or violation of the terms of, or constitute a default under, such General Intangible, permit, lease, license, contract or other instrument or under applicable law; provided that (i) any such limitation described in this paragraph on the security interests granted hereunder shall only apply to the extent that any such breach, violation or default could not be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law) or principles of equity and (ii) in the event of the termination or elimination of any such breach, violation or default or the requirement for any consent contained in any applicable law, General Intangible, permit, lease, license, contract or other instrument, to the extent sufficient to permit any such item to become Trademark Collateral, or upon the granting of any such consent, or waiving or terminating any requirement for such consent, a security interest in such General Intangible, permit, lease, license, contract or other instrument

shall be automatically and simultaneously granted hereunder and shall be included as Trademark Collateral; and (b) any United States intent to use trademark applications for which an amendment to allege use has not been submitted to and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) and after such acceptance, such intent to use trademark application shall be automatically included as Collateral without further action by any party.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Termination; Requirement. Subject to Section 7.12 of the Security Agreement, the Agent shall, upon the written request of any of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release and termination of the security interests created by this Agreement, and shall duly assign and deliver to the Debtors (without recourse and without any representation or warranty) such of the Trademark Collateral as may be in the possession of the Agent and has not previously been sold or otherwise applied pursuant to the Security Agreement.

SECTION 5. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with the requirements of the Credit Agreement.

SECTION 6. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

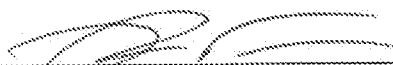
SECTION 7. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

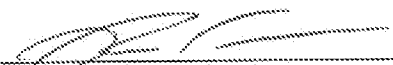
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

JOHNNY WAS, LLC

By: 
Name: Robert Fagan
Title: Chief Financial Officer

CALME, LLC

By: 
Name: Robert Fagan
Title: Chief Financial Officer

SECURED PARTY:

COMERICA BANK, as Agent


By: CB
Name: Chris Burden
Title Relationship Manager

SCHEDULE 1.1

TRADEMARK COLLATERAL

Johnny Was, LLC

Trademark Name	Country	Status	Registration Number	Registration Date
JOHNNY WAS	US	Registered	3703891	03-Nov-2009
BIYA	US	Registered	4834810	20-Oct-2015
PETE & GRETA	US	Registered	4727118	28-Apr-2015
JOHNNY WAS	AU	Registered	1820915	18-Jan-2017
JOHNNY WAS	NZ	Registered	1059063	18-Jan-2017
JOHNNY WAS	CA	Registered	TMA1049282	15-Aug-2019
JOHNNY WAS	EM	Registered	013323175	11-Feb-2015
JOHNNY WAS	AU	Registered	1650462	27-Apr-2015
JOHNNY WAS	CN	Registered	6554942	07-Jul-2010
JOHNNY WAS	JP	Registered	5744785	27-Feb-2015
JOHNNY WAS	KR	Registered	401123683	17-Aug-2015
4 LOVE AND LIBERTY	CN	Registered	15478430	21-Nov-2016
4 LOVE AND LIBERTY	KR	Registered	401123684	17-Aug-2015
BIYA	CA	Registered	919664	06-Nov-2015
BIYA	EM	Registered	013323159	11-Feb-2015
PETE & GRETA	CA	Registered	940537	09-Jun-2016
PETE & GRETA	AU	Registered	1650461	30-Mar-2015
PETE & GRETA	KR	Registered	401127093	01-Sep-2015

Trademark Name	Country	Status	Application Number	Filing Date	Publication Date
JOHNNY WAS	US	Published	87305336	18-Jan-2017	10-Apr-2018
	US	Published	87417146	19-Apr-2017	22-Aug-2017
JADE BY JOHNNY WAS	US	Published	87803562	20-Feb-2018	24-Jul-2018
PETE & GRETA	CN	Published	15478431	10-Oct-2014	27-Aug-2015

Calme, LLC

Trademark Name	Country	Status	Application Number	Filing Date	Publication Date
calmé	US	Allowed	88301772	14-Feb-2019	08-Oct-2019

Intellectual Property Licenses

Licenses: None.