

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613244

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB, as Administrative Agent		12/01/2020	Bank: DELAWARE

RECEIVING PARTY DATA

Name:	JAWHP, LLC
Street Address:	6100 Stevenson Blvd.
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538-2490
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1675915	JOSEPH ABBOUD
Registration Number:	1756084	JOSEPH ABBOUD
Registration Number:	2357617	JOSEPH ABBOUD
Registration Number:	2408887	JOSEPH ABBOUD
Registration Number:	2408888	
Registration Number:	2471279	JOSEPH ABBOUD
Registration Number:	3305296	
Registration Number:	3534494	JOSEPH ABBOUD
Registration Number:	3345626	JOE JOSEPH ABBOUD
Registration Number:	4407532	JOSEPH ABBOUD
Serial Number:	86046320	JOSEPH ABBOUD CUSTOM
Registration Number:	4928603	JOSEPH ABBOUD
Registration Number:	4928828	
Registration Number:	5307513	JOSEPH ABBOUD ENVIRONMENTS
Registration Number:	4955665	
Registration Number:	4823367	
Registration Number:	5196411	
Registration Number:	4900337	JAZ BY JOSEPH ABBOUD

CH \$715.00 1675915

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5228690	JOSEPH ABBOUD SOFT
Registration Number:	5219641	THE J.O.E. SURVIVAL
Registration Number:	5247147	JOE
Registration Number:	5274087	JOE JUST ONE EARTH JOSEPH ABBOUD
Registration Number:	5408256	JOE
Registration Number:	5428916	JOSEPH ABBOUD
Registration Number:	5404410	JOSEPH ABBOUD
Registration Number:	5424091	JOE JOSEPH ABBOUD
Registration Number:	5019216	BLACK LINEN
Serial Number:	86885416	

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	544149
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/09/2020

Total Attachments: 12

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RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENTS

This TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Release**"), dated as of December 1, 2020, is by WILMINGTON SAVINGS FUND SOCIETY, FSB (as successor to JPMorgan Chase Bank, N.A.), as administrative agent (the "**Administrative Agent**") for the benefit of The Joseph A. Bank Mfg. Co., Inc., The Men's Wearhouse, Inc., JA Apparel, LLC, K&G Men's Company Inc., JA Apparel Corp., JAWHP, LLC, and Tailored Shared Services, LLC (each, a "**Grantor**" and collectively, the "**Grantors**"). Capitalized terms not defined herein have the meaning specified in the Credit Agreement.

R E C I T A L S :

WHEREAS, reference is made to (a) the Term Credit Agreement dated as of June 18, 2014 (as further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), and (b) the Guarantee and Collateral Agreement dated as of June 18, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**").

WHEREAS, the Grantors and Administrative Agent are parties to those certain Patent and Trademark Security Agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "**Agreements**");

WHEREAS, pursuant to the Agreements, as security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement granted to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets: (a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including those listed on Exhibit B, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and (b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Exhibit B, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the "**Subject IP**").

WHEREAS, on or about the date of this Release and in connection with the repayment of the Secured Obligations, the parties hereto, among others, plan to execute and deliver that certain

Termination and Release Agreement, whereby the parties shall terminate the Credit Agreement and certain agreements and instruments entered into in connection with the Credit Agreement and release the Liens created pursuant to the Collateral Documents; and

WHEREAS, the Grantors have requested that the Administrative Agent release, and the Administrative Agent is willing to release its security interest in, and any other right, title, and interest it may have in and to the Secured Obligations.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Administrative Agent hereby, without representation with respect to the Subject IP, (a) terminates the Agreements, (b) terminates, cancels and releases its security interest in the Subject IP, and (c) re-assigns to the applicable Grantor any right, title or interest it may have in the Subject IP of Grantor pursuant to the Collateral Agreements or Agreements.

Each Grantor (and any successor to such Grantor, including any person or entity hereafter holding any right, title or interest in and to the Subject IP of such Grantor) is hereby authorized to record this Release with the United States Patent and Trademark Office.

The Administrative Agent shall, at the Grantor's sole cost and expense and at the Grantor's reasonable request, execute, acknowledge and deliver to the Grantor all further releases and other documents, and take all other actions reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

This Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed as of the date first above written.

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Administrative Agent

By: John McNichol
Name: John McNichol
Title: Trust Officer

EXHIBIT A

1. PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2014, by and between The Joseph A. Bank Mfg. Co., Inc. and JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent, filed with the United States Patent and Trademark Office on June 24, 2014 at Reel 5308, Frame 0351.
2. PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2014, by and among The Men's Wearhouse, Inc., a Texas corporation, JA Apparel, LLC, K&G Men's Company Inc., JA Apparel Corp. and JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent, filed with the United States Patent and Trademark Office on June 24, 2014 at Reel 5308, Frame 0525.
3. PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 9, 2018, by and among The Men's Wearhouse, Inc., a Texas corporation, JA Apparel, LLC, K&G Men's Company Inc., JA Apparel Corp., The Joseph A. Bank Mfg. Co., Inc., Tailored Shared Services, LLC, and JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent.

EXHIBIT B**SCHEDULE OF TRADEMARKS****TRADEMARK REGISTRATIONS AND APPLICATIONS**

OWNER	MARK	REG. NO.
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK	1,182,109
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK	1,337,264
The Joseph A. Bank Mfg. Co., Inc.	VACATION IN PARADISE	2,738,121
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK VACATION IN PARADISE	2,767,513
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK V.I.P.	2,854,305
The Men's Wearhouse, Inc.	JOSEPH & FEISS	840,537
The Men's Wearhouse, Inc.	TODAY'S MAN	1,116,883
The Men's Wearhouse, Inc.	TODAY'S MAN	1,194,483
The Men's Wearhouse, Inc.	AFTER HOURS	1,267,287
The Men's Wearhouse, Inc.	MITCHELL'S FORMAL WEAR	1,479,687
The Men's Wearhouse, Inc.	SMALLS FORMALWEAR	1,518,539
The Men's Wearhouse, Inc.	THE MEN'S WEARHOUSE	1,521,918
The Men's Wearhouse, Inc.	WR WILKE-RODRIGUEZ	1,535,407
The Men's Wearhouse, Inc.	JOSEPH & FEISS	1,537,450
The Men's Wearhouse, Inc.	PRONTO UOMO	1,646,078
The Men's Wearhouse, Inc.	MEN'S WEARHOUSE	1,672,903
The Men's Wearhouse, Inc.	TAILORS ROW	1,724,782
The Men's Wearhouse, Inc.	JEFFREY MORTON FORMAL WEAR	1,738,832

OWNER	MARK	REG. NO.
The Men's Wearhouse, Inc.	I GUARANTEE IT!	2,121,497
The Men's Wearhouse, Inc.	TWINHILL	2,165,445
The Men's Wearhouse, Inc.	S&K AMERICA'S SUIT STORE & Design	2,274,160
The Men's Wearhouse, Inc.	YOU'RE GOING TO LIKE THE WAY YOU LOOK	2,287,625
The Men's Wearhouse, Inc.	MEN'S WEARHOUSE MW & Design (Old Logo)	2,367,145
The Men's Wearhouse, Inc.	THE MEN'S WEARHOUSE	2,374,245
The Men's Wearhouse, Inc.	AFTER HOURS	2,396,130
The Men's Wearhouse, Inc.	MEN'S WEARHOUSE MW & Design (Old Logo)	2,448,040
The Men's Wearhouse, Inc.	THE SUIT WAREHOUSE	2,458,708
The Men's Wearhouse, Inc.	COMMON THREADS	2,493,230
The Men's Wearhouse, Inc.	THE SUIT WAREHOUSE & Design	2,628,470
The Men's Wearhouse, Inc.	PRONTO UOMO	2,646,478
The Men's Wearhouse, Inc.	TECHNO-CARE	2,724,639
The Men's Wearhouse, Inc.	PRONTO UOMO	2,732,778
The Men's Wearhouse, Inc.	GUY'D LINES	2,840,595
The Men's Wearhouse, Inc.	AFTER HOURS FORMALWEAR & Design	2,968,432
The Men's Wearhouse, Inc.	AFTER HOURS FORMALWEAR	3,011,207
The Men's Wearhouse, Inc.	WE GUARANTEE IT!	3,035,841

OWNER	MARK	REG. NO.
The Men's Wearhouse, Inc.	M W MWCLEANERS & Design (New Logo, black and white)	3,143,336
The Men's Wearhouse, Inc.	BLACK TIE SERVICE	3,143,503
The Men's Wearhouse, Inc.	M W & Design (New Logo, black and white)	3,149,783
The Men's Wearhouse, Inc.	WE GUARANTEE IT!	3,152,080
The Men's Wearhouse, Inc.	MWCLEANERS (Stylized) (New Logo)	3,155,007
The Men's Wearhouse, Inc.	MW MW CLEANERS & Design (New MW Logo)	3,160,709
The Men's Wearhouse, Inc.	MW CLEANERS	3,163,585
The Men's Wearhouse, Inc.	GINGISS FORMALWEAR & Design	3,193,810
The Men's Wearhouse, Inc.	MEN'S WEARHOUSE	3,194,243
The Men's Wearhouse, Inc.	MW TUX & Design (MW logo)	3,441,820
The Men's Wearhouse, Inc.	MWTUX	3,458,726
The Men's Wearhouse, Inc.	TWINHILL	3,557,482
The Men's Wearhouse, Inc.	MEN'S WEARHOUSE AND TUX	3,798,222
The Men's Wearhouse, Inc.	PERFECT FIT	3,859,235
The Men's Wearhouse, Inc.	KO EGARA	3,897,650
The Men's Wearhouse, Inc.	MEMORIES GOWN PRESERVATION & Design	3,921,056
The Men's Wearhouse, Inc.	NATIONAL SUIT DRIVE	3,932,979
The Men's Wearhouse, Inc.	WILKE RODRIGUEZ	3,992,341

OWNER	MARK	REG. NO.
The Men's Wearhouse, Inc.	KO EGARA & Design	4,023,622
The Men's Wearhouse, Inc.	CONVENIENCE PLUS	85/599,259
The Men's Wearhouse, Inc.	DELIVERED MY WAY	85/676,004
The Men's Wearhouse, Inc.	LOOKMAKER	85/911,387
The Men's Wearhouse, Inc.	WE GUARANTEE IT!	85/974,768
The Men's Wearhouse, Inc.	KO EGARA & Design	86/228,030
The Men's Wearhouse, Inc.	MEN'S WEARHOUSE	86/269,507
JAWHP, LLC	JOSEPH ABBOUD	1,675,915
JAWHP, LLC	JOSEPH ABBOUD	1,756,084
JAWHP, LLC	JOSEPH ABBOUD	2,357,617
JAWHP, LLC	JOSEPH ABBOUD	2,408,887
JAWHP, LLC	Design (Diamond, 2 bars with white border)	2,408,888
JAWHP, LLC	JOSEPH ABBOUD	2,471,279
JAWHP, LLC	Design (Diamond, 2 bars)	3,305,296
JAWHP, LLC	JOSEPH ABBOUD	3,534,494
JAWHP, LLC	JOE JOSEPH ABBOUD	3,345,626
JAWHP, LLC	JOSEPH ABBOUD	4,407,532
JAWHP, LLC	JOSEPH ABBOUD CUSTOM	86/046,320
K&G Men's Company Inc.	PAULO SOLARI	1476932
K&G Men's Company Inc.	LINEAGE	2,043,876
K&G Men's Company Inc.	K & G	2,329,603
K&G Men's Company Inc.	K & G MEN'S SUPER STORE	2,441,020

OWNER	MARK	REG. NO.
K&G Men's Company Inc.	K & G	2,454,543
K&G Men's Company Inc.	LINEAGE	2,500,963
K&G Men's Company Inc.	GERALD AUSTIN	2,652,205
K&G Men's Company Inc.	K & G FOR MEN. FOR WOMEN. FOR LESS.	2,687,370
K&G Men's Company Inc.	K & G SUPERSTORE	2,735,504
K&G Men's Company Inc.	K & G FOR MEN. FOR LESS.	2,759,790
K&G Men's Company Inc.	LINEA UOMO & Design	2,760,180
K&G Men's Company Inc.	LINEA UOMO	2,801,539
K&G Men's Company Inc.	K & G FASHION SUPERSTORE	2,970,392
K&G Men's Company Inc.	K & G	3,180,573
K&G Men's Company Inc.	COME TO SHOP. PREPARE TO SAVE.	4,053,894
The Men's Wearhouse, Inc.	TWINHILL	5,114,603
The Men's Wearhouse, Inc.	JOSEPH & FEISS	4,935,496
The Joseph A. Bank Mfg. Co., Inc.	MADE TO MATTER	4,353,891
The Men's Wearhouse, Inc.	THE ART OF CUSTOM	5,280,668
The Men's Wearhouse, Inc.	MW WASH	5,207,810
The Men's Wearhouse, Inc.	MW WASH & DESIGN	5,207,854
The Men's Wearhouse, Inc.	RISE TO THE OCCASION	5,114,088
The Men's Wearhouse, Inc.	MWCLEAN CLOSET	5,398,196
The Men's Wearhouse, Inc.	MWCLEAN CLOSET	5,398,195

OWNER	MARK	REG. NO.
The Men's Wearhouse, Inc.	DESIGNED BY YOU CRAFTED BY US (child)	5,388,573
The Men's Wearhouse, Inc.	MW& DESIGN	86/952,186
JAWHP, LLC	JOSEPH ABBOUD	4,928,603
JAWHP, LLC	Design (Diamond, 2 bars)	4,928,828
JAWHP, LLC	JOSEPH ABBOUD ENVIRONMENTS	5,307,513
JAWHP, LLC	Design (Diamond, 3 bars)	4,955,665
JAWHP, LLC	Design (JA Apparel Diamond Rectangle Logo)	4,823,367
JAWHP, LLC	Design (JA Apparel Diamond Rectangle Logo)	5,196,411
JAWHP, LLC	JAZ BY JOSEPH ABBOUD	4,900,337
JAWHP, LLC	JOSEPH ABBOUD SOFT	5,228,690
JAWHP, LLC	THE J.O.E. SURVIVAL	5,219,641
JAWHP, LLC	JOE	5,247,147
JAWHP, LLC	JOE JUST ONE EARTH JOSEPH ABBOUD & DESIGN	5,274,087
JAWHP, LLC	JOE	5,408,256
JAWHP, LLC	JOSEPH ABBOUD	5,428,916
JAWHP, LLC	JOSEPH ABBOUD & Design (Diamond, 3 bars) Horizontal version	5,404,410
JAWHP, LLC	JOE & Design (Black Globe)	5,408,256
JAWHP, LLC	JOE JOSEPH ABBOUD & Design	5,424,091

OWNER	MARK	REG. NO.
JAWHP, LLC	BLACK LINEN	5,019,216
JAWHP, LLC	Design (Diamond, 3 bars)	86/885,416
K&G Men's Company Inc.	K&G REWARDS	3,471,447
K&G Men's Company Inc.	LU LINEA UOMO	5,064,875
K&G Men's Company Inc.	PAULO SOLARI	87/799,073
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK RESERVE	5,215,142
The Joseph A. Bank Mfg. Co., Inc.	BANK ACCOUNT REWARDS	5,060,129
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK 1905	5,198,017
The Joseph A. Bank Mfg. Co., Inc.	YOUR STYLE INVESTMENT	5,152,071
The Joseph A. Bank Mfg. Co., Inc.	BANK ACCOUNT	5,069,889
The Joseph A. Bank Mfg. Co., Inc.	TRAVELERCREASE	5,093,743
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK EXECUTIVE COLLECTION	5,179,708
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK SIGNATURE COLLECTION	5,179,709
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK TRAVELER'S COLLECTION	5,179,707
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK SIGNATURE GOLD	5,198,430
The Joseph A. Bank Mfg. Co., Inc.	THE NEWTRADITION SINCE 1905	5,254,062
The Joseph A. Bank Mfg. Co., Inc.	JOS. A. BANK SUIT CHALLENGE	5,351,403

SCHEDULE OF PATENTS

PATENTS REGISTRATIONS AND APPLICATIONS

OWNER	TITLE	SERIAL NO. / REG. NO.	FILING DATE / ISSUE DATE
The Men's Wearhouse, Inc.	Clothing Packaging	29/592,852 D825,328	02/02/2017 08/14/2018
The Men's Wearhouse, Inc.	Clothing Packaging	29/573,493 D814,925	08/05/2016 04/10/2018