

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Windsor Fashions, LLC		09/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	10 South Dearborn, Floor L2, SUITE IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88478612	WINDSOR	
Serial Number:	88478706	W	
Serial Number:	87459663	SHMAXI	
Serial Number:	75813770		
Serial Number:	75814648	WINDSOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	21686789		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	09/27/2021		

CH \$140.00 88478612

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of September 24, 2021 is between Windsor Fashions, LLC, a Delaware limited liability company (the “Debtor”), and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties.

WITNESSETH

WHEREAS, pursuant to a Credit Agreement, dated as of September 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Debtor, Windsor Intermediate Holdings, LLC, a Delaware limited liability company, the Lenders party thereto and the Administrative Agent, the Lenders have provided Commitments to make Loans to the Borrower;

WHEREAS, the Debtor and certain of its affiliates have entered into a Pledge and Security Agreement, dated as of September 24, 2021, with the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Debtor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees, for the benefit of the Administrative Agent and each other Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided in the Security Agreement or Credit Agreement, as applicable. The following terms shall have the following meanings:

“Trademark Ancillary Rights” means, with respect to any Trademarks, all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Trademarks and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other Trademark Ancillary Right.

“Trademarks” mean all rights, title and interests (and all related Trademark Ancillary Rights) arising under any Requirement of Law in or to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, including, without limitation, each Trademark application and registration listed on Schedule A hereto.

Section 2. Grant of Security Interest in the Collateral. The Debtor hereby pledges and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following property of the Debtor to the extent constituting Collateral, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Debtor (including under any trade name or derivations thereof), and whether owned or consigned by, or leased to, the Debtor, and regardless of where located (collectively, the “IP Collateral”): (a) Trademarks and (b) all proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by the Debtor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark, and (B) any claim by the Debtor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term “IP Collateral” shall not include (i) any intent-to-use trademark application prior to the filing and acceptance by the Applicable IP Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, or (ii) any other Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

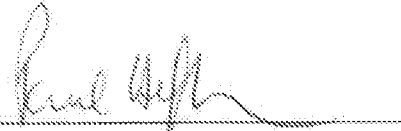
Section 4. Termination. Upon the termination of the Security Agreement in accordance with Section 7.14 thereof, the Administrative Agent shall, at the expense of the Debtor, execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the lien on and security interest in the IP Collateral under this Agreement.

Section 5. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations.

Section 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

WINDSOR FASHIONS, LLC

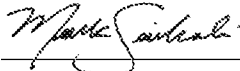
By: 
Name: Paul Hoffman
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007432 FRAME: 0902

Accepted and agreed to as of the date first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 



Name: Mark Saikali

Title: Vice President

SCHEDULE A

TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
WINDSOR W	US	Pending	88478612	18-JUN-2019			WINDSOR FASHIONS, LLC
	US	Registered	88478706	18-JUN-2019	6088691	30-JUN-2020	WINDSOR FASHIONS, LLC
SHMAXI	U.S.	Registered	87459663	22-MAY-2017	5359760	19-DEC-2017	WINDSOR FASHIONS, LLC
Design Only 	U.S.	Registered	75813770	04-OCT-1999	2465135	03-JUL-2001	WINDSOR FASHIONS, LLC
WINDSOR	U.S.	Registered	75814648	04-OCT-1999	2554675	02-APR-2002	WINDSOR FASHIONS, LLC