

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABG Collective LLC		08/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	One Independence Center, 101 N Tryon St		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	4451784	A	
Registration Number:	2538220	A	
Registration Number:	2042013	A	
Registration Number:	2152877	A	
Registration Number:	3577082	A	
Registration Number:	2091338	A	
Registration Number:	3790244	A AIRWALK UNSIGNED HERO	
Registration Number:	4451783	AIRWALK	
Registration Number:	3325504	AIRWALK	
Registration Number:	1511840	AIRWALK	
Registration Number:	2314004	AIRWALK	
Registration Number:	2109810	AIRWALK	
Registration Number:	3902942	AIRWALK	
Registration Number:	4455302	AIRWALK	
Registration Number:	3902941	AIRWALK	
Registration Number:	3577081	AIR WALK	
Registration Number:	4301674	A AIRWALK DOING YOUR PART	
Registration Number:	3902891	AIRWALK DOING YOUR PART	
Registration Number:	3902890	AIRWALK DOING YOUR PART	
TRADEMARK			

OP \$1715.00 4451784

Property Type	Number	Word Mark
Registration Number:	4368631	AIRWALK KICKS
Registration Number:	2619496	
Registration Number:	3902943	A
Registration Number:	3902945	A
Registration Number:	1450940	
Registration Number:	4425929	GENETIC
Registration Number:	4471116	H
Registration Number:	1412432	HIND
Registration Number:	3144118	HIND
Registration Number:	3002970	HIND
Registration Number:	4368680	A
Registration Number:	4298590	A.T.R. PROJECT
Registration Number:	4407394	A.T.R. PROJECT (ASSISTING THE RISE)
Registration Number:	1643684	ABOVE THE RIM
Registration Number:	3892189	ABOVE THE RIM
Registration Number:	1675181	ATR
Registration Number:	3051470	ATR
Registration Number:	4132359	
Registration Number:	4118998	A ANTICAM
Registration Number:	4118997	ANTICAM
Registration Number:	2029309	
Registration Number:	3555487	LAMAR
Registration Number:	1836720	LAMAR
Registration Number:	3108203	LTD
Registration Number:	2094141	LTD
Registration Number:	4119013	MAC CAM
Registration Number:	4222246	MACCAM
Registration Number:	4154517	MITEREDGE
Registration Number:	4202726	MITEREDGE
Registration Number:	4118996	POSI CAM
Registration Number:	4118995	POSICAM
Registration Number:	4143107	RACE LACE
Registration Number:	4135913	RACELACE
Registration Number:	3589235	RAGE
Registration Number:	3593276	RAGE
Registration Number:	1506001	VISION
Registration Number:	1506010	VISION
Registration Number:	3184651	VISION
Registration Number:	2036634	VISION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1606508	VISION STREET WEAR
Registration Number:	1507260	VISION STREET WEAR
Registration Number:	1606507	VISION STREET WEAR
Registration Number:	4417642	VISION STREET WEAR
Registration Number:	1606368	VISION STREET WEAR
Registration Number:	4548373	VISION STREET WEAR
Registration Number:	1503097	VISION STREET WEAR
Registration Number:	1506002	VISION STREET WEAR
Registration Number:	4576098	ABOVE THE RIM
Serial Number:	77919088	A

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	09/02/2014

Total Attachments: 8

source=2L TM Security Agreement#page1.tif

source=2L TM Security Agreement#page2.tif

source=2L TM Security Agreement#page3.tif

source=2L TM Security Agreement#page4.tif

source=2L TM Security Agreement#page5.tif

source=2L TM Security Agreement#page6.tif

source=2L TM Security Agreement#page7.tif

source=2L TM Security Agreement#page8.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of August 27, 2014, is made by ABG COLLECTIVE LLC (the “**Grantor**”) in favor of Bank of America, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of May 27, 2014, among the Grantor, the other grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

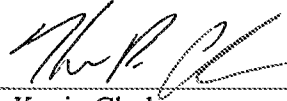
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

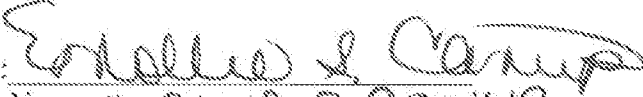
IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

ABG COLLECTIVE LLC

By: 
Name: Kevin Clarke
Title: Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: MOLLIE S. CANUP
Title: VICE PRESIDENT

SCHEDULE A

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

NY\6522660.3

TRADEMARK
REEL: 005354 FRAME: 0964

SCHEDULE A

TRADEMARK AND SERVICE MARK REGISTRATIONS

Mark	Registration No.	Registration Date
A & Design (Peak A) (14)	4451784	12/17/2013
A & Design (Peak A) (18)	2538220	02/12/2002
A & Design (Peak A) (25)	2042013	03/04/1997
A & Design (Peak A) (25, 28)	2152877	04/21/1998
A & Design (Peak A) (9, 12)	3577082	02/17/2009
A & Design (Script A, Reverse) (25)	2091338	08/26/1997
A AIRWALK UNSIGNED HERO & Design (41)	3790244	05/18/2010
AIRWALK (14)	4451783	12/17/2013
AIRWALK (16)	3325504	10/30/2007
AIRWALK (25)	1511840	11/08/2008
AIRWALK (25)	2314004	02/01/2000
AIRWALK (25, 28)	2109810	10/28/1997
AIRWALK (28)	3902942	01/11/2011
AIRWALK (35)	4455302	12/24/2013
AIRWALK (9)	3902941	01/11/2011
AIRWALK (9, 12, 18)	3577081	02/17/2009
AIRWALK DOING YOUR PART (Design) (35)	4301674	03/12/2013
AIRWALK DOING YOUR PART (Design) (36)	3902891	01/11/2011
AIRWALK DOING YOUR PART (Design) (41)	3902890	01/11/2011
AIRWALK KICKS (25)	4368631	07/16/2013
Design (Dot A) (25)	2619496	09/17/2002
Design (Peak A) (18)	3902943	01/11/2011
Design (Peak A) (28)	3902945	01/11/2011
Design (Running Man) (25)	1450940	08/04/1987
GENETIC & Design (25)	4425929	10/29/2013
H (Stylized) (25)	4471116	01/21/2014
HIND & Design (25)	1412432	10/07/1986
HIND (25)	3144118	09/19/2006
HIND (Stylized) (25)	3002970	09/27/2005
SLANT A Design (25)	4368680	07/16/2013
A.T.R. PROJECT (36, 41)	4298590	03/05/2013
A.T.R. PROJECT ASSISTING THE RISE (36, 41)	4407394	09/24/2013
ABOVE THE RIM (25)	1643684	05/07/1991
ABOVE THE RIM (25)	3892189	12/21/2010
ATR (25)	1675181	02/11/1992
ATR (25)	3051470	01/24/2006
DESIGN (Rise Man) (25)	4132359	04/24/2012
ANTICAM & Design (28)	4118998	03/27/2012

Mark	Registration No.	Registration Date
ANTICAM (28)	4118997	03/27/2012
Design (New "U" Logo) (28)	2029309	01/07/1997
LAMAR & Design (25, 28)	3555487	12/30/2008
LAMAR (16, 25, 28)	1836720	05/17/1994
LTD & Design (28)	3108203	06/20/2006
LTD (28)	2094141	09/09/1997
MACCAM & Design (28)	4119013	03/27/2012
MACCAM (28)	4222246	10/09/2012
MITEREDGE & Design (28)	4154517	06/05/2012
MITEREDGE (28)	4202726	09/04/2012
POSICAM & Design (28)	4118996	03/27/2012
POSICAM (28)	4118995	03/27/2012
RACELACE & Design (25)	4143107	05/15/2012
RACELACE (25)	4135913	05/01/2012
RAGE (28)	3589235	03/10/2009
RAGE (28)	3593276	03/17/2009
VISION (25)	1506001	09/27/1988
VISION (25)	1506010	09/27/1988
VISION (25)	3184651	12/12/2006
VISION (28)	2036634	02/11/1997
VISION STREET WEAR (28)	1606508	07/17/1990
VISION STREET WEAR & Design (25)	1507260	10/04/1988
VISION STREET WEAR & Design (28)	1606507	07/17/1990
VISION STREET WEAR (14)	4417642	10/15/2013
VISION STREET WEAR (16)	1606368	07/17/1990
VISION STREET WEAR (18)	4548373	06/10/2014
VISION STREET WEAR (25)	1503097	09/06/1988
VISION STREET WEAR (25)	1506002	09/27/1988
ABOVE THE RIM & Design (Triangle) (25)	4576098	07/29/2014

TRADEMARK AND SERVICE MARK APPLICATIONS

Mark	Serial No.	Filing Date
Design (Script A) (18, 25, 28)	77919088	01/25/2010