

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463104

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN CONFIRMATORY TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IP HOLDINGS UNLTD LLC		02/22/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		
<b>Street Address:</b>	500 ROSS STREET		
<b>Internal Address:</b>	12TH FLOOR		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3136581	CUT&SEW	
<b>Registration Number:</b>	4501979	ECKO UNLTD.	
<b>Registration Number:</b>	4317354	MARC ECKO	
<b>Registration Number:</b>	3213557	RED BY MARC ECKO	
<b>Registration Number:</b>	4610019		
<b>Registration Number:</b>	4632718		
<b>Registration Number:</b>	3347319		
<b>Registration Number:</b>	4099450		
<b>Registration Number:</b>	4150585	UNLTD.	
<b>Registration Number:</b>	4145678	UNLTD. BY MARC ECKO	
<b>Registration Number:</b>	4138180	MARC ECKO	
<b>Registration Number:</b>	4179856		
<b>Registration Number:</b>	5146986	WORLD FAMOUS RHINO BRAND	
<b>Registration Number:</b>	4415103	CUT & SEW	
<b>Registration Number:</b>	2516030	ECKO UNLIMITED	
<b>Registration Number:</b>	2978103	ECKO UNLTD.	
<b>Registration Number:</b>	2516031	ECKO UNLTD.	

CH \$865.00 3136581

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3963361	MARC ECKO
Registration Number:	3781500	MARC ECKO
Registration Number:	4096639	MARC ECKO
Registration Number:	3298909	RED BY MARC ECKO
Registration Number:	4246347	
Registration Number:	4150607	
Registration Number:	2978104	
Registration Number:	2890165	
Registration Number:	2729329	
Registration Number:	3788000	
Registration Number:	3160067	
Registration Number:	3088851	UNLTD.
Registration Number:	4091679	
Registration Number:	4175891	UNLTD.
Registration Number:	4096631	UNLTD. BY MARC ECKO
Registration Number:	3023843	WORLD FAMOUS RHINO BRAND
Serial Number:	87495164	MARC ECKO

**CORRESPONDENCE DATA**

Fax Number: 2126983599

*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: 2126983500

Email: patents@dechert.com

Correspondent Name: DECHERT LLP

Address Line 1: 1095 AVENUE OF THE AMERICAS, 26TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	398177-157497
NAME OF SUBMITTER:	MICHAEL RIEGO
SIGNATURE:	/Michael Riego/
DATE SIGNED:	02/23/2018

**Total Attachments: 7**

- source=Iconix - Second Lien - TM Securty Agreement - IP Holdings UNLTD#page1.tif
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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE NOTE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE PARTIES HERETO ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 22, 2018 (AS AMENDED, AMENDED AND RESTATED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), BY AND BETWEEN, CORTLAND CAPITAL MARKET SERVICES LLC, AS FIRST LIEN AGENT (THE “**FIRST LIEN AGENT**”), AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS SECOND LIEN NOTES TRUSTEE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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### **SECOND LIEN CONFIRMATORY TRADEMARK SECURITY AGREEMENT**

THIS SECOND LIEN CONFIRMATORY TRADEMARK SECURITY AGREEMENT (the “**Agreement**”), effective as of February 22, 2018 is granted by **IP HOLDINGS UNLTD LLC**, a Delaware limited liability company (“**Grantor**”) to **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking corporation, as Trustee and as the collateral agent (in such capacity, together with its successors and permitted assigns, herein called the “**Collateral Agent**”) for the Credit Parties.

**WHEREAS**, Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a Second Lien Security Agreement dated as of February 22, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement and the Intercreditor Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located other than Excluded Property (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious

business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks or trademark applications set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill connected with use or symbolized by the Trademarks;

(iii) all proceeds, products, rents and profits of or from any and all of the Trademarks and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Trademarks; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement 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 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, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. 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.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission

or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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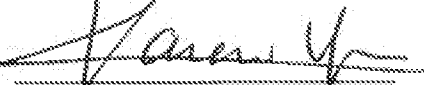
**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**IP HOLDINGS UNLTD LLC**

By:   
Name: David Jones  
Title: Chief Financial Officer

Accepted and Agreed:

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,**  
as the Collateral Agent

By:   
Name: Karen Yu  
Title: Vice President

*[Signature Page to Second Lien Trademark Security Agreement]*

**SCHEDULE A**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademarks:**

Mark	Owner	App Date	App #	Reg Date	Reg #	Status
CUT&SEW	IP HOLDINGS UNLTD LLC	3/22/2004	78388502	8/29/2006	3136581	REGISTERED
ECKO UNLTD.	IP HOLDINGS UNLTD LLC	7/2/2004	78445522	3/25/2014	4501979	REGISTERED
MARC ECKO	IP HOLDINGS UNLTD LLC	11/20/2008	77618579	4/9/2013	4317354	REGISTERED
RED BY MARC ECKO	IP HOLDINGS UNLTD LLC	1/14/2005	78976983	2/27/2007	3213557	ABANDONED
Rhino Logo	IP HOLDINGS UNLTD LLC	1/19/2011	85220838	9/23/2014	4610019	REGISTERED
Rhino Logo	IP HOLDINGS UNLTD LLC	1/24/2012	85523869	11/4/2014	4632718	REGISTERED
Scissors Logo	IP HOLDINGS UNLTD LLC	3/13/2007	77129203	12/4/2007	3347319	REGISTERED
Scissors Skull Logo	IP HOLDINGS UNLTD LLC	8/25/2009	77812026	2/14/2012	4099450	REGISTERED
UNLTD.	IP HOLDINGS UNLTD LLC	1/20/2010	77915878	5/29/2012	4150585	REGISTERED
UNLTD. BY MARC ECKO	IP HOLDINGS UNLTD LLC	8/8/2011	85391831	5/22/2012	4145678	REGISTERED
MARC ECKO	IP HOLDINGS UNLTD LLC	8/22/2011	85403915	5/8/2012	4138180	REGISTERED
Rhino Logo	IP HOLDINGS UNLTD LLC	11/23/2009	77983222	7/24/2012	4179856	REGISTERED
WORLD FAMOUS RHINO BRAND	IP HOLDINGS UNLTD LLC	3/17/2014	86223508	02/21/2017	5146986	REGISTERED
CUT & SEW	IP HOLDINGS UNLTD LLC	2/9/2010	77931279	10/8/2013	4415103	REGISTERED
ECKO UNLIMITED	IP HOLDINGS UNLTD LLC	1/29/1998	75425541	12/11/2001	2516030	REGISTERED
ECKO UNLTD.	IP HOLDINGS UNLTD LLC	12/15/2000	78039450	7/26/2005	2978103	REGISTERED
ECKO UNLTD.	IP HOLDINGS UNLTD LLC	1/29/1998	75425542	12/11/2001	2516031	REGISTERED
MARC ECKO	IP HOLDINGS UNLTD LLC	4/9/2010	85010172	5/17/2011	3963361	REGISTERED
MARC ECKO	IP HOLDINGS UNLTD LLC	11/13/2006	77042265	4/27/2010	3781500	REGISTERED



Mark	Owner	App Date	App #	Reg Date	Reg #	Status
MARC ECKO	IP HOLDINGS UNLTD LLC	2/9/2010	77931226	2/7/2012	4096639	REGISTERED
RED BY MARC ECKO	IP HOLDINGS UNLTD LLC	1/14/2005	78548112	9/25/2007	3298909	REGISTERED
Rhino Heart Logo	IP HOLDINGS UNLTD LLC	1/26/2010	77920539	11/20/2012	4246347	REGISTERED
Rhino Logo	IP HOLDINGS UNLTD LLC	2/19/2010	77939965	5/29/2012	4150607	REGISTERED
Rhino Logo	IP HOLDINGS UNLTD LLC	12/15/2000	78039457	7/26/2005	2978104	REGISTERED
Rhino Logo	IP HOLDINGS UNLTD LLC	8/28/2002	78158725	9/28/2004	2890165	REGISTERED
Rhino Logo	IP HOLDINGS UNLTD LLC	8/28/2002	78158878	6/24/2003	2729329	REGISTERED
Rhino Logo	IP HOLDINGS UNLTD LLC	7/1/2008	77512694	5/11/2010	3788000	REGISTERED
Rhino Logo (Reverse)	IP HOLDINGS UNLTD LLC	7/2/2004	78445519	10/17/2006	3160067	REGISTERED
Rhino Logo (Reverse) UNLTD.	IP HOLDINGS UNLTD LLC	6/10/2004	78976703	5/2/2006	3088851	REGISTERED
Rhino Logo (Standing)	IP HOLDINGS UNLTD LLC	5/4/2010	85029445	1/24/2012	4091679	REGISTERED
UNLTD.	IP HOLDINGS UNLTD LLC	10/24/2008	77600241	7/17/2012	4175891	REGISTERED
UNLTD. BY MARC ECKO	IP HOLDINGS UNLTD LLC	1/20/2010	77915862	2/7/2012	4096631	REGISTERED
WORLD FAMOUS RHINO BRAND	IP HOLDINGS UNLTD LLC	3/19/2004	78976042	12/6/2005	3023843	REGISTERED

**Pending Trademark Applications:**

Mark	Owner	App Date	App #	Reg Date	Reg #	Status
MARC ECKO	IP HOLDINGS UNLTD LLC	6/19/2017	87495164			PENDING