

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manhattan Beachwear, Inc.		11/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	3549955	24TH & OCEAN	
Registration Number:	3186423	2 BAMBOO	
Registration Number:	4881642	AMICA	
Registration Number:	3649577	AMICA	
Registration Number:	1753281	AZUL	
Registration Number:	5077648	AZUL BY MAXINE OF HOLLYWOOD	
Registration Number:	5090167	AZUL. BY MAXINE OF HOLLYWOOD	
Registration Number:	3549964	BEACH STOP	
Registration Number:	5156931	BIKINI NATION	
Registration Number:	1504062	CITRUS	
Registration Number:	1736675	ELISABETH STEWART	
Registration Number:	4454960	FREE SOCIETY	
Registration Number:	4455094	FREE SOCIETY FS	
Registration Number:	4455086	FS	
Registration Number:	5020253	GREEN BY GREEN DRAGON	
Registration Number:	3644139	GREEN BY GREEN DRAGON	
Registration Number:	5020241	GREEN DRAGON	
Registration Number:	3003305	GREEN DRAGON	
Registration Number:	4749235	HEART & HARMONY	

CH \$1015.00 3549955

Property Type	Number	Word Mark
Registration Number:	4641318	HOUSE OF SWIM
Registration Number:	4641327	LA BLANCA
Registration Number:	1214071	LA BLANCA
Registration Number:	1277118	LA BLANCA
Registration Number:	5177118	LA BLANCA DELUX
Registration Number:	3925408	MAXINE OF HOLLYWOOD
Registration Number:	5213458	
Registration Number:	4350300	OCEAN AVENUE
Registration Number:	4881532	PINK LOTUS
Registration Number:	4929145	PL
Registration Number:	4796640	PL MOVEMENT BY PINK LOTUS
Registration Number:	4495476	PLAYA BY LA BLANCA
Registration Number:	4793831	ROSE MARIE REID
Registration Number:	1283434	SASSAFRAS
Registration Number:	1642460	SESSA!
Registration Number:	3902510	SURFSIDE
Registration Number:	3959586	THE BIKINI LAB
Registration Number:	1346343	TOO HOT,BRAZIL
Registration Number:	3549953	VIA MARINA
Registration Number:	3138992	W SWIM
Serial Number:	87249634	2BAMBOO

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397.05-0654
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	12/05/2018

Total Attachments: 8

source=MBW - Trademark Security Agreement#page1.tif

source=MBW - Trademark Security Agreement#page2.tif

source=MBW - Trademark Security Agreement#page3.tif

source=MBW - Trademark Security Agreement#page4.tif

source=MBW - Trademark Security Agreement#page5.tif

source=MBW - Trademark Security Agreement#page6.tif

source=MBW - Trademark Security Agreement#page7.tif

source=MBW - Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of November 30, 2018, by and between **Manhattan Beachwear, Inc.**, a Delaware corporation (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the Administrative Agent, the Loan Parties party thereto, and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as

delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.


8. **MISCELLANEOUS.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTORS:

MANHATTAN BEACHWEAR, INC.,
a Delaware corporation

By: 
Name: Lindsay Shumlas
Title: President, Chief Executive Officer, and
Chief Financial Officer

[Signature page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Nathan Shay

Title: Authorized Officer

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

United States:

Name of Grantor	Trademark	Registration Date	Registration Number
Manhattan Beachwear, Inc.	24th & OCEAN and DESIGN	12/23/2008	3549955
Manhattan Beachwear, Inc.	2BAMBOO (Stylized and design)	12/19/2006	3186423
Manhattan Beachwear, Inc.	AMICA	1/5/2016	4881642
Manhattan Beachwear, Inc.	AMICA and DESIGN	7/7/2009	3649577
Manhattan Beachwear, Inc.	AZUL	2/16/1993	1753281
Manhattan Beachwear, Inc.	AZUL BY MAXINE OF HOLLYWOOD	11/8/2016	5077648
Manhattan Beachwear, Inc.	AZUL. BY MAXINE OF HOLLYWOOD (Stylized and design)	11/29/2016	5090167
Manhattan Beachwear, Inc.	BEACH STOP and DESIGN	12/23/2008	3549964
Manhattan Beachwear, Inc.	BIKINI NATION	3/7/2017	5156931
Manhattan Beachwear, Inc.	CITRUS	9/13/1988	1504062
Manhattan Beachwear, Inc.	ELISABETH STEWART	12/1/1992	1736675
Manhattan Beachwear, Inc.	FREE SOCIETY	12/24/2013	4454960
Manhattan Beachwear, Inc.	FREE SOCIETY FS and DESIGN	12/24/2013	4455094
Manhattan Beachwear, Inc.	FS and DESIGN	12/24/2013	4455086
Manhattan Beachwear, Inc.	GREEN BY GREEN DRAGON	8/16/2016	5020253
Manhattan Beachwear, Inc.	GREEN BY GREEN DRAGON and DESIGN	6/23/2009	3644139
Manhattan Beachwear, Inc.	GREEN DRAGON	8/16/2016	5020241
Manhattan Beachwear, Inc.	GREEN DRAGON and DESIGN	10/4/2005	3003305

Name of Grantor	Trademark	Registration Date	Registration Number
Manhattan Beachwear, Inc.	HEART & HARMONY	6/2/2015	4749235
Manhattan Beachwear, Inc.	HOUSE OF SWIM	11/18/2014	4641318
Manhattan Beachwear, Inc.	LA BLANCA	11/18/2014	4641327
Manhattan Beachwear, Inc.	LA BLANCA	10/26/1982	1214071
Manhattan Beachwear, Inc.	LA BLANCA	5/8/1984	1277118
Manhattan Beachwear, Inc.	LA BLANCA DELUX	4/4/2017	5177118
Manhattan Beachwear, Inc.	MAXINE OF HOLLYWOOD	3/1/2011	3925408
Manhattan Beachwear, Inc.	MISCELLANEOUS DESIGN (Pink Lotus - New)	5/30/2017	5213458
Manhattan Beachwear, Inc.	OCEAN AVENUE	6/11/2013	4350300
Manhattan Beachwear, Inc.	PINK LOTUS	1/5/2016	4881532
Manhattan Beachwear, Inc.	PL LOTUS Design	3/29/2016	4929145
Manhattan Beachwear, Inc.	PL MOVEMENT BY PINK LOTUS	8/18/2015	4796640
Manhattan Beachwear, Inc.	PLAYA BY LA BLANCA	3/11/2014	4495476
Manhattan Beachwear, Inc.	ROSE MARIE REID	8/18/2015	4793831
Manhattan Beachwear, Inc.	SASSAFRAS	6/26/1984	1283434
Manhattan Beachwear, Inc.	SESSA!	4/23/1991	1642460
Manhattan Beachwear, Inc.	SURFSIDE (Stylized and design)	1/11/2011	3902510
Manhattan Beachwear, Inc.	THE BIKINI LAB	5/10/2011	3959586
Manhattan Beachwear, Inc.	TOO HOT BRAZIL	7/2/1985	1346343
Manhattan Beachwear, Inc.	VIA MARINA and DESIGN	12/23/2008	3549953
Manhattan Beachwear, Inc.	W SWIM DESIGN	9/5/2006	3138992
Manhattan Beachwear, Inc.	FS	4/5/2016	86964747
Manhattan Beachwear, Inc.	(Design Only)	10/20/2016	87209994
Manhattan Beachwear, Inc.	LA BLANCA	12/6/2016	87258734

TRADEMARK APPLICATIONS

United States:

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Manhattan Beachwear, Inc.	2BAMBOO	11/28/2016	87249634