

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401579

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ASHLEY STEWART, INC.		09/16/2016	Corporation: DELAWARE
BUTTERFLY GIFTCARD INC.		09/16/2016	Corporation: VIRGINIA
AS IP BRANDS LLC		09/16/2016	Limited Liability Company: DELAWARE
ASHLEY STEWART HOLDINGS, INC.		09/16/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	277 Park Avenue
<b>Internal Address:</b>	22nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10172
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
<b>Registration Number:</b>	3939361	ASHLEY SPORT
<b>Registration Number:</b>	4228244	AS
<b>Registration Number:</b>	4000101	DIVA DEALS
<b>Registration Number:</b>	3987515	THE AUTHORITY ON ALLTHINGS DIVA
<b>Registration Number:</b>	3987499	SIZES THAT COMPLIMENT EVERY CURVE
<b>Registration Number:</b>	3076982	ASHLEY STEWART
<b>Registration Number:</b>	2046868	ASHLEY STEWART
<b>Registration Number:</b>	2266303	GREAT WOMEN OF STYLE
<b>Registration Number:</b>	3898317	A LUX
<b>Registration Number:</b>	3878373	ASHLEY SPORT
<b>Registration Number:</b>	4789759	DARE TO BARE
<b>Serial Number:</b>	86484477	ASHLEY AS STEWART
<b>Serial Number:</b>	86542485	ASHLEY TV
<b>Serial Number:</b>	86875234	#DARETOBARE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86860781	DIVA DOLLAR\$
Serial Number:	86860770	CURVY CA\$H
Serial Number:	86894064	CHURCHFLOW
Serial Number:	86894081	#ASGIVES
Serial Number:	86894094	#IAMASHLEY
Serial Number:	77383905	BUTTERFLY BY ASHLEY STEWART
Serial Number:	76257526	ASHLEY STEWART

**CORRESPONDENCE DATA**

**Fax Number:** 6785532602

*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:** (678) 553-2601

**Email:** jimmarl@gtlaw.com

**Correspondent Name:** LaShana C. Jimmar, Paralegal

**Address Line 1:** Greenberg Traurig, LLP

**Address Line 2:** 3333 Piedmont Road, NE, Suite 2500

**Address Line 4:** Atlanta, GEORGIA 30305

<b>ATTORNEY DOCKET NUMBER:</b>	132425.012100
<b>NAME OF SUBMITTER:</b>	LaShana C. Jimmar
<b>SIGNATURE:</b>	/LaShana C. Jimmar/
<b>DATE SIGNED:</b>	10/11/2016

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") is made as of September 16, 2016, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, "Grantor"), and JPMorgan Chase Bank, N.A. (the "Lender") under the Credit Agreement referred to below.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among ASHLEY STEWART, INC., a Delaware corporation, BUTTERFLY GIFTCARD INC., a Virginia corporation, and AS IP BRANDS LLC, a Delaware limited liability company (collectively, the "Borrowers" and each, individually, a "Borrower"), ASHLEY STEWART HOLDINGS, INC., a Delaware corporation ("Holdings"), and Lender, Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is 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 Lender that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

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

1. Defined Terms. All 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. Each Grantor does hereby grant to Lender a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following, except to the extent that it is Excluded Property (all of the following, excluding Excluded Property, being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

3. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice to Lender in accordance with, and to the extent required by Section 4.5(c) of the Security Agreement, with respect to any such new trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor, other than Excluded Property. 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 Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

4. Termination. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 8.13 thereof.

5. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule I is incorporated herein by reference for all purposes.

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement

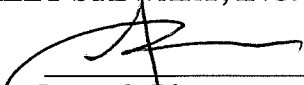
shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Trademark Collateral, and shall benefit Lender and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. Except as expressly set forth in Section 3, this Trademark Security Agreement may be amended or modified only with the written consent of each party hereto. So long as no Event of Default has occurred and is continuing, without the prior written consent of each Grantor, Lender may not assign this Trademark Security Agreement or its rights and obligations hereunder other than in connection with, and to the same assignee pursuant to an assignment of its rights and obligations under the Credit Agreement, pursuant to the terms thereof. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

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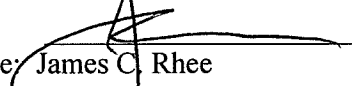
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

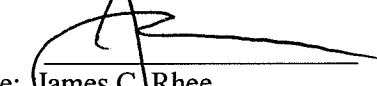
**ASHLEY STEWART, INC.**

By:   
Name: James C. Rhee  
Title: Chief Executive Officer

**BUTTERFLY GIFTCARD INC.**

By:   
Name: James C. Rhee  
Title: Chief Executive Officer

**AS IP BRANDS LLC**

By:   
Name: James C. Rhee  
Title: Manager

**ASHLEY STEWART HOLDINGS, INC.**

By: \_\_\_\_\_  
Name: Jonas Fajgenbaum  
Title: President and Chief Executive Officer

[ASHLEY STEWART—TRADEMARK SECURITY AGREEMENT]

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

**GRANTORS:**

**ASHLEY STEWART, INC.**

By: \_\_\_\_\_  
Name: James C. Rhee  
Title: Chief Executive Officer

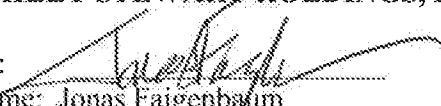
**BUTTERFLY GIFTCARD INC.**

By: \_\_\_\_\_  
Name: James C. Rhee  
Title: Chief Executive Officer

**AS IP BRANDS LLC**

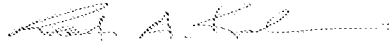
By: \_\_\_\_\_  
Name: James C. Rhee  
Title: Manager

**ASHLEY STEWART HOLDINGS, INC.**

By:   
Name: Jonas Fajgenbaum  
Title: President and Chief Executive Officer

**LENDER:**

JPMORGAN CHASE BANK, N.A.

By:  \_\_\_\_\_

Name: Robert Kaulius

Title: Authorized Officer



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

Grantor	Trademark	Registration Date	Registration Number	Jurisdiction
AS IP Brands LLC	ASHLEY SPORT	04/05/2011	3939361	U.S.
AS IP Brands LLC	AS & DESIGN	10/23/2012	4228244	U.S.
AS IP Brands LLC	DIVA DEALS	07/26/2011	4000101	U.S.
AS IP Brands LLC	THE AUTHORITY ON ALL THINGS DIVA	07/05/2011	3987515	U.S.
AS IP Brands LLC	SIZES THAT COMPLIMENT EVERY CURVE	07/05/2011	3987499	U.S.
AS IP Brands LLC	ASHLEY STEWART	04/04/2006	3076982	U.S.
AS IP Brands LLC	ASHLEY STEWART	03/25/1997	2046868	U.S.
AS IP Brands LLC	GREAT WOMEN OF STYLE	08/03/1999	2266303	U.S.
AS IP Brands LLC	A LUX	01/04/2011	3898317	U.S.
AS IP Brands LLC	ASHLEY SPORT	11/23/2010	3878373	U.S.
AS IP Brands LLC	DARE TO BARE	08/11/2015	4789759	U.S.
AS IP Brands LLC	A-LUX & DESIGN	12/20/2011	TMA814381	Canada
AS IP Brands LLC	A-LUX & DESIGN	01/28/2011	1199252	Mexico
AS IP Brands LLC	A-LUX & DESIGN	01/28/2011	1199250	Mexico
AS IP Brands LLC	A-LUX & DESIGN	01/28/2011	1199251	Mexico
AS IP Brands LLC	ASHLEY SPORT	04/16/2012	TMA 822182	Canada
AS IP Brands LLC	ASHLEY SPORT &	04/16/2012	TMA 822183	Canada

ATL 21447288v2

**TRADEMARK**  
**REEL: 005899 FRAME: 0141**

	DESIGN			
AS IP Brands LLC	ASHLEY STEWART SPORT	08/24/2012	1306648	Mexico
AS IP Brands LLC	ASHLEY STEWART	05/27/2011	1219330	Mexico
AS IP Brands LLC	ASHLEY STEWART	05/27/2011	1219329	Mexico
AS IP Brands LLC	ASHLEY STEWART	06/17/2011	1222885	Mexico
AS IP Brands LLC	ASHLEY STEWART	07/17/2012	TMA 828188	Canada
AS IP Brands LLC	BUTTERFLY BY ASHLEY STEWART	04/28/2016	014976682	EU
AS IP Brands LLC	AS	05/30/2016	014969133	EU
AS IP Brands LLC	ASHLEY STEWART	06/10/2016	014975676	EU
AS IP Brands LLC	ASHLEY STEWART	05/30/2016	014976492	EU
AS IP Brands LLC	DARE TO BARE	05/30/2016	014976104	EU
AS IP Brands LLC	AS ASHLEY STEWART	05/30/2016	014976583	EU
AS IP Brands LLC	ASHLEY AS STEWART	05/30/2016	014976831	EU

\*The record owner for Mexican trademark registration nos. 1199252, 1199250 and, 1199251 is the former owner, Urban Brands, Inc. The Company is working on changing the name of the record owner to AS IP Brands LLC, the current owner.

\*The record owner for Mexican trademark registration nos. 306648, 1219330, 1219329, and 1222885 is the former owner, AS IP Holding Inc. The Company is working on changing the name of the record owner to AS IP Brands LLC, the current owner.

#### TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Filing Date	Application Serial Number	Jurisdiction
AS IP Brands LLC	ASHLEY AS STEWART	12/19/2014	86484477	U.S.
AS IP Brands LLC	ASHLEY TV	02/23/2015	86542485	U.S.
AS IP Brands LLC	#DARETOBAR E	01/14/2016	86875234	U.S.

AS IP Brands LLC	DIVA DOLLAR\$	12/29/2015	86860781	U.S.
AS IP Brands LLC	CURVY CASH	12/29/2015	86860770	U.S.
AS IP Brands LLC	CHURCHFLOW	02/02/2016	86894064	U.S.
AS IP Brands LLC	#ASGIVES	02/02/2016	86894081	U.S.
AS IP Brands LLC	#IAMASHLEY	02/02/2016	86894094	U.S.
AS IP Brands LLC	BUTTERFLY BY ASHLEY STEWART	01/30/2008	77383905	U.S.
AS IP Brands LLC	ASHLEY STEWART	05/11/2001	76257526	U.S.
AS IP Brands LLC	AS	02/25/2016	1769557	Canada
AS IP Brands LLC	DARE TO BARE	02/25/2016	1769560	Canada
AS IP Brands LLC	AS ASHLEY STEWART	02/25/2016	1769556	Canada
AS IP Brands LLC	ASHLEY AS STEWART	02/25/2016	1769555	Canada
AS IP Brands LLC	BUTTERFLY BY ASHLEY STEWART	02/25/2016	1769553	Canada
AS IP Brands LLC	#IAMASHLEY	02/26/2016	1769638	Canada