

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cabi, LLC		06/12/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	BNP PARIBAS, AS COLLATERAL AGENT		
Street Address:	787 SEVENTH AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86633620	LOVE, CAROL COLLECTION	
Serial Number:	86633617	LOVE, CAROL COLLECTION	
Serial Number:	86633938	LOVE, CAROL COLLECTION	
Serial Number:	86633937	LOVE, CAROL COLLECTION	
Serial Number:	86523455	CABI	
Serial Number:	78159857	CAROL ANDERSON	
Serial Number:	77806170	CAROL ANDERSON	
Serial Number:	75005095	CAROL ANDERSON	
Serial Number:	86305137	MIX AND MINGLE	
Serial Number:	86510412	W.E. ARE CABI	
Serial Number:	86523447	WOMEN ON PURPOSE	
Serial Number:	86523453	WOMEN ON PURPOSE	
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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Sonakshi Jha		

CH \$315.00 86633620

Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 86700.14

NAME OF SUBMITTER: Sonakshi Jha

SIGNATURE: /Sonakshi Jha by tmnewyork/

DATE SIGNED: 06/15/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of June 12, 2015 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of August 31, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret and (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent,

including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the A&R Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the A&R Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the A&R Credit Agreement, the provisions of the Pledge and Security Agreement or the A&R Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CABI, LLC,
as a Grantor

By: 
Name: Brian Ripperger
Title: Chief Financial Officer

BNP PARIBAS, as Collateral Agent

By: 

Name:

Title:

**Michael Remhild
Director**

By: 

Name:

Title:

**Albert Arencibia
Vice President**

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

PATENT	OWNER/ ASSIGNEE	INVENTOR(S)	COUNTRY	APPL. NO./ FILING DATE	REG. NO./ REG. DATE	STATUS IN U.S.P.T.O.
SINGLE ORDER METHOD FOR INDEPENDENT SALES REPRESENTATIVE AS USED IN THE PARTY PLAN DIRECT MARKETING METHOD OF SELLING PRODUCTS	CABI, LLC		U.S.	Appl. No. 14/542,372 Filing Date 11/14/2014		Pending

2. Trademarks

MARK	OWNER	COUNTRY	SERIAL/ REG. NO.	FILING/ REG. DATE	STATUS
LOVE, CAROL COLLECTION	CABI, LLC	Australia	Appl. No. 1680242	Filing Date 3/11/2015	Pending
LOVE, CAROL COLLECTION (Stylized)	CABI, LLC	Australia	Appl. No. 1680244	Filing Date 3/11/2015	Pending
LOVE, CAROL COLLECTION	CABI, LLC	Canada	Appl. No. 1,718,698	Filing Date 3/10/2015	Pending
LOVE, CAROL COLLECTION (Stylized)	CABI, LLC	Canada	Appl. No. 1,718,699	Filing Date 3/10/2015	Pending
Cabi (Stylized)	CABI, LLC	China	Appl. No. 9744717 Reg. No. 9744717	Filing Date 7/20/2011 Reg. Date 9/14/2012	Registered
CAROL ANDERSON BY INVITATION	CABI, LLC	China	Appl. No. 12362607 Reg. No. 12362607	Filing Date 4/02/2013 Reg. Date 9/14/2014	Registered
CAROL ANDERSON	CABI, LLC	European Community	Appl. No. 002385441 Reg. No. 002385441	Filing Date 9/20/2001 Reg. Date 12/20/2004	Registered
LOVE, CAROL COLLECTION	CABI, LLC	European Community	Appl. No. 013816591	Filing Date 3/11/2015	Published
LOVE, CAROL COLLECTION (Stylized)	CABI, LLC	European Community	Appl. No. 013819231	Filing Date 3/12/2015	Published
THE SCOOP	CABI, LLC	European Community	Appl. No. 011395571 Reg. No. 011395571	Filing Date 12/4/2012 Reg. Date 5/2/2013	Registered
CAROL ANDERSON	CABI, LLC	Hong Kong	Appl. No. 2002B13538 Reg. No. 2002B13538	Filing Date 7/30/2001 Reg. Date 10/12/2002	Registered
CAROL ANDERSON	CABI, LLC	Hong Kong	Appl. No. 2002B13539 Reg. No. 2002B13539	Filing Date 9/19/2001 Reg. Date 10/21/2002	Registered

MARK	OWNER	COUNTRY	SERIAL/ REG. NO.	FILING/ REG. DATE	STATUS
CAROL ANDERSON	CABI, LLC	Japan	Appl. No. 2001-085312 Reg. No. 4569786	Filing Date 9/20/2001 Reg. Date 5/17/2002	Registered
THE SCOOP	CABI, LLC	Japan	Appl. No. 2012-97790 Reg. No. 5588418	Filing Date 12/3/2012 Reg. Date 6/7/2013	Registered
LOVE, CAROL COLLECTION	CABI, LLC	Mexico	Appl. No. 1608727	Filing Date 5/12/2015	Pending
LOVE, CAROL COLLECTION	CABI, LLC	Mexico	Appl. No. 1608725	Filing Date 5/12/2015	Pending
LOVE, CAROL COLLECTION	CABI, LLC	Mexico	Appl. No. 1608723	Filing Date 5/12/2015	Pending
LOVE, CAROL COLLECTION and Design	CABI, LLC	Mexico	Appl. No. 1608728	Filing Date 5/12/2015	Pending
LOVE, CAROL COLLECTION and Design	CABI, LLC	Mexico	Appl. No. 1608729	Filing Date 5/12/2015	Pending
LOVE, CAROL COLLECTION and Design	CABI, LLC	Mexico	Appl. No. 1608730	Filing Date 5/12/2015	Pending
THE SCOOP	CABI, LLC	Mexico	Appl. No. 1331317 Reg. No. 1373200	Filing Date 12/4/2012 Reg. Date 6/4/2013	Registered
CABI	CABI, LLC	Taiwan	Appl. No. 102017808 Reg. No. 01629106	Filing Date 4/3/2013 Reg. Date 2/16/2014	Registered
Cabi (Stylized)	CABI, LLC	Taiwan	Appl. No. 102017810 Reg. No. 01629107	Filing Date 4/3/2013 Reg. Date 2/16/2014	Registered
CAROL ANDERSON BY INVITATION	CABI, LLC	Taiwan	Appl. No. 102017811 Reg. No. 01609137	Filing Date 4/3/2013 Reg. Date 11/16/2013	Registered
LOVE, CAROL COLLECTION	CABI, LLC	U.S.	Appl. No. 86/633,620	Filing Date 5/18/2015	Pending
LOVE, CAROL COLLECTION (Stylized)	CABI, LLC	U.S.	Appl. No. 86/633,617	Filing Date 5/18/2015	Pending
LOVE, CAROL COLLECTION	CABI, LLC	U.S.	Appl. No. 86/633,938	Filing Date 5/18/2015	Pending
LOVE, CAROL COLLECTION (Stylized)	CABI, LLC	U.S.	Appl. No. 86/633,937	Filing Date 5/18/2015	Pending
cabi (Stylized)	CABI, LLC	U.S.	Appl. No. 86/523,455	Filing Date 2/3/2015	Pending
CAROL ANDERSON	CABI, LLC	U.S.	Appl. No. 78/159,857 Reg. No. 3,259,078	Filing Date 8/30/2002 Reg. Date 7/3/2007	Registered
CAROL ANDERSON	CABI, LLC	U.S.	Appl. No. 77/806,170 Reg. No. 4,432,724	Filing Date 8/17/2009 Reg. Date 11/12/2013	Registered

MARK	OWNER	COUNTRY	SERIAL/ REG. NO.	FILING/ REG. DATE	STATUS
CAROL ANDERSON	CABI, LLC	U.S.	Appl. No. 75/005,095 Reg. No. 1,999,976	Filing Date 10/13/1995 Reg. Date 9/10/1996	Registered
MIX AND MINGLE	CABI, LLC	U.S.	Appl. No. 86/305,137	Filing Date 6/10/2014	Abandon
w.e. are cabi	CABI, LLC	U.S.	Appl. No. 86/510,412	Filing Date 1/21/2015	Pending
WOMEN ON PURPOSE	CABI, LLC	U.S.	Appl. No. 86/523,447	Filing Date 2/3/2015	Abandon
WOMEN ON PURPOSE	CABI, LLC	U.S.	Appl. No. 86/523,453	Filing Date 2/3/2015	Pending
CABI	CABI, LLC	Vietnam	Appl. No. 4- 2013-06766	Filing Date 4/11/2013	Pending
Cabi (Stylized)	CABI, LLC	Vietnam	Appl. No. 4- 2013-06767	Filing Date 4/11/2013	Pending
CAROL ANDERSON BY INVITATION	CABI, LLC	Vietnam	Appl. No. 4- 2013-06768 Reg. No. 230535	Filing Date 4/11/2013 Reg. Date 8/26/2014	Registered