

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND ASSUMPTION OF SECURITY INTERESTS IN TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACF FinCo I LP		11/16/2015	LIMITED PARTNERSHIP: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Swan Investment, L.L.C.
<b>Street Address:</b>	1301 Avenue of the Americas
<b>Internal Address:</b>	c/o Wasserstein & Co., 41st Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2990427	EVERYDAY ESSENTIALS
Registration Number:	3477568	FIT-FLO
Registration Number:	2974228	LYRIC
Registration Number:	2995868	METROPOLITAN COLLECTION
Registration Number:	2190449	SWANSTONE
Registration Number:	2033312	SWANSTONE
Registration Number:	1521691	SWANSTONE
Registration Number:	2801390	SWANSTONE STRENGTH BALANCE BEAUTY
Registration Number:	3284336	SWANTILE
Registration Number:	3193148	THERE IS NOTHING LIKE SWANSTONE
Registration Number:	2792971	VERITEK
Registration Number:	3835969	OUR PLANET

## 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.*

Phone: 2125305178

TRADEMARK

**Email:** lkass@milbank.com  
**Correspondent Name:** Milbank, Tweed, Hadley & McCloy, LLP  
**Address Line 1:** 28 Liberty Street  
**Address Line 2:** c/o Lawrence Kass  
**Address Line 4:** NEW YORK, NEW YORK 10005

**ATTORNEY DOCKET NUMBER:** 40175.00105

**NAME OF SUBMITTER:** Lawrence Kass

**SIGNATURE:** /s/ Lawrence Kass

**DATE SIGNED:** 11/18/2015

**Total Attachments: 4**

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**ASSIGNMENT AND ASSUMPTION OF SECURITY INTERESTS IN TRADEMARKS**

Reference is made to (i) that certain Loan and Security Agreement dated as of May 29, 2009 (as amended through the date hereof) between ACF FINCO I LP, a Delaware limited partnership (“ACF”), as assignee of FCC, LLC d/b/a First Capital and THE SWAN CORPORATION (“Company”), a Missouri corporation and (ii) the Patent and Trademark Security Agreement dated as of May 29, 2009 (as amended through the date hereof, the “IP Security Agreement”) between ACF, as assignee of FCC, LLC d/b/a First Capital and the Company).

WHEREAS FCC, LLC assigned its interests to ACF FinCo I LP, a Delaware limited partnership with an address of 580 White Plains Road, 6th Floor, Tarrytown, New York 10591 (hereinafter the "Assignor"), and Assignor assumed a security interest in, among other things, the trademarks listed in the attached schedule, pursuant to the Assignment and Assumption of Security Interests in Trademarks, recorded on May 19, 2015 at Reel 005520 and Frame 0013 (hereinafter the “Security Interests”);

WHEREAS, Swan Investment, L.L.C., a Delaware limited liability company with an address of c/o Wasserstein & Co. 1301 Avenue of the Americas, 41st Floor New York, NY 10019 (hereinafter the "Assignee"), is desirous of acquiring the entire right, title and interest of the Assignor in the Security Interests;

The effective date of this Assignment and Assumption shall be November 16, 2015 (the “Effective Date”). As of the Effective Date, Assignor hereby irrevocably assigns to Assignee, and Assignee hereby assumes from the Assignor, the IP Security Agreement and all rights, remedies, obligations and other interests of the Assignor thereunder.

THEREFORE, BE IT KNOWN that for and in consideration of value received, Assignor hereby sells, assigns, and transfers the entire right, title and interest in and to the said Security Interests unto Assignee, its successors and assigns.

This Assignment and Assumption 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 Assignment and Assumption by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption.

[Signature Pages Follow]

ACF FINCO I LP

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

Name:

Title:

  
Oded Gersht  
Vice President

*[Signature Page to Assignment and Assumption of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 005675 FRAME: 0967**

SWAN INVESTMENT, L.L.C.

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

Name: Ellis Jones

Title: Manager

*[Signature Page to Assignment and Assumption of Security Interest in Trademarks]*

**TRADEMARK**  
**REEL: 005675 FRAME: 0968**

SCHEDULE

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
EVERYDAY ESSENTIALS	78297130	2990427
FIT-FLO	77155205	3477568
LYRIC	78333457	2974228
METROPOLITAN COLLECTION	78297145	2995868
SWANSTONE	75244958	2190449
SWANSTONE	74616525	2033312
SWANSTONE	73721769	1521691
SWANSTONE STRENGTH BALANCE BEAUTY and Design	78118261	2801390
SWANTILE	77008557	3284336
THERE IS NOTHING LIKE SWANSTONE	78815427	3193148
VERITEK	78118268	2792971
OUR PLANET	77726811	3835969