

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372055

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
F.A.F., Inc.		02/04/2016	CORPORATION: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Business Credit Corporation		
<b>Street Address:</b>	360 Lexington Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3637180	CATHERINE STEIN	
<b>Registration Number:</b>	3656236	CSD CATHERINE STEIN DESIGN	
<b>Registration Number:</b>	1972891	FAF	
<b>Registration Number:</b>	0809244	LEGACY	
<b>Registration Number:</b>	2321807	SENSIBLE SOLUTIONS	
<b>Registration Number:</b>	3637181	STEIN BLYE	
<b>Registration Number:</b>	1863669	STREETWISE	
<b>Registration Number:</b>	1576301	TRIMMINGS	
<b>Registration Number:</b>	1872610	TRIMMINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-238-3214		
<b>Email:</b>	selwin@emmetmarvin.com		
<b>Correspondent Name:</b>	Sharon Elwin		
<b>Address Line 1:</b>	120 Broadway		
<b>Address Line 4:</b>	32nd Floor, NEW YORK 10271		
<b>ATTORNEY DOCKET NUMBER:</b>	F161109		

OP \$240.00 3637180

<b>NAME OF SUBMITTER:</b>	Sharon Elwin
<b>SIGNATURE:</b>	/Sharon Elwin/
<b>DATE SIGNED:</b>	02/04/2016
<b>Total Attachments: 3</b> source=F.A.F., INC. TRADEMARK#page2.tif source=F.A.F., INC. TRADEMARK#page3.tif source=F.A.F., INC. TRADEMARK#page4.tif	

## GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **F.A.F., INC.**, a Rhode Island corporation (the "**Grantor**"), and **WEBSTER BUSINESS CREDIT CORPORATION**, (the "**Lender**") are parties to a Security Agreement, dated as of February 4, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademark listed on Schedule 1 attached hereto (collectively, the "**Trademark**");
- (b) the goodwill of the business symbolized by the Trademark; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 360 Lexington Avenue, 5<sup>th</sup> Floor, New York, New York 10017.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of February 4, 2016.

**F.A.F., INC.**

By: 

Name: Louis R. Rotella

Title: Vice President

[Signature page to Grant of Security Interest (Trademarks)]

**TRADEMARK**  
**REEL: 005724 FRAME: 0604**

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of February 4, 2016**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CATHERINE STEIN	3637180	6/16/2009
CSD CATHERINE STEIN DESIGN	3656236	7/21/2009
FAF	1972891	5/7/1996
LEGACY	0809244	5/31/1966
SENSIBLE SOLUTIONS	2321807	2/2/2000
STEIN BLYE	3637181	6/16/2009
STREETWISE	1863669	11/22/1994
TRIMMINGS	1576301	1/9/1990
TRIMMINGS	1872610	1/10/1995