

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KU Brand Holdings LLC		04/14/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86978413	PHOEBE	
Serial Number:	86290811	PHOEBE	
Registration Number:	2930798	PHOEBE	
Registration Number:	3731999	KAY UNGER	
Registration Number:	3706047	PHOEBE	
Registration Number:	1984160	KAY UNGER	
Registration Number:	1511075	PHOEBE	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	716-848-1391		
Email:	ddovi@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	c/o Daniel F. Dovi		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	Buffalo, New York, UNITED STATES 14202		
ATTORNEY DOCKET NUMBER:	051394.00068		
NAME OF SUBMITTER:	Daniel F. Dovi		

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SIGNATURE:	/Daniel F. Dovi/
DATE SIGNED:	04/15/2016
Total Attachments: 4 source=KU Brand_Trademak Security Agreement(REVISED)#page1.tif source=KU Brand_Trademak Security Agreement(REVISED)#page2.tif source=KU Brand_Trademak Security Agreement(REVISED)#page3.tif source=KU Brand_Trademak Security Agreement(REVISED)#page4.tif	

**GENERAL SECURITY AGREEMENT SUPPLEMENT
(TRADEMARK SECURITY AGREEMENT)**

This GENERAL SECURITY AGREEMENT SUPPLEMENT (TRADEMARK SECURITY AGREEMENT) (the "Trademark Security Agreement"), dated as of April 14, 2016, is made by and between KU Brand Holdings LLC (the "Obligor"), a New York limited liability company, in favor of Israel Discount Bank of New York (the "Bank"), a NYS Banking Corporation organized under the laws of New York, as the secured party under the Security Agreement and Note referred to below.

WHEREAS, the Obligor has entered into a Term Note dated as of April 14, 2016 (the "Note") with the Bank;

WHEREAS, as a condition precedent to the making of loans or otherwise extending credit or other financial accommodations to Obligor by the Bank under the Note, and to secure payment to the Bank and performance by Obligor under the Note, Obligor has executed and delivered to the Bank that certain General Security Agreement dated as of April 8, 2016, made by and between Obligor and Bank (the "Security Agreement"); *14 ER*

WHEREAS, under the terms of the Security Agreement, the Obligor has granted to the Bank, as the secured party, a security interest in, among other property, certain intellectual property of the Obligor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Obligor agrees with the Bank as follows:

1. Grant of Security. Obligor hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of Obligor in, to and under the following (the "Trademark Collateral"):

(a) the tradenames, and trademark registrations and applications, set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications solely to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Obligor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Obligor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Bank.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement and Note, which are hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Trademark Collateral are as provided by the Note, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any

choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Obligor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OBLIGOR:

KU Brand Holdings LLC

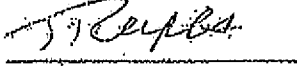
By: 

Name: Morris Theille
Title: Manager

AGREED TO AND ACCEPTED:

BANK:

Israel Discount Bank of New York

By: 

Name: Matilde Reyes
Title: Senior Vice President

By: 

Name: Paul Chau
Title: Senior Vice President

SCHEDULE A

LIST OF U.S. TRADEMARKS AND TRADENAMES

I. U.S. Trademarks

Trademark	Owner	Application Number	Registration Number	Status	Country
PHOEBE	KU Brand Holdings LLC	86/978,413		Pending	US
PHOEBE	KU Brand Holdings LLC	86/290,811		Pending	US
PHOEBE	KU Brand Holdings LLC	78/370,426	2,930,798	Registered	US
KAY UNGER	KU Brand Holdings LLC	77/381,749	3,731,999	Registered	US
PHOEBE	KU Brand Holdings LLC	77/381,748	3,706,047	Registered	US
KAY UNGER	KU Brand Holdings LLC	74/705,845	1,984,160	Registered	US
PHOEBE	KU Brand Holdings LLC	73/721,447	1,511,075	Registered	US

II. U.S. Tradenames

KU Brand Holdings LLC