

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JONATHAN ADLER ENTERPRISES, LLC		07/19/2016	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:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4904082	JONATHAN ADLER	
Registration Number:	4781803	HAPPY CHIC	
Registration Number:	4276276	JONATHAN ADLER	
Registration Number:	4672136	HAPPY CHIC	
Registration Number:	4576377	JONATHAN ADLER	
Registration Number:	4568871	HAPPY CHIC	
Registration Number:	4385629	HAPPY CHIC	
Registration Number:	4389445	HAPPY CHIC	
Registration Number:	4264641	HAPPY CHIC	
Registration Number:	4272320	JONATHAN ADLER	
Registration Number:	3102333	JONATHAN ADLER	
Registration Number:	2860439	JONATHAN ADLER	
Registration Number:	3796183	HAPPY CHIC	
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>			
Email:	kansley@stradley.com		
Correspondent Name:	Kareem Ansley		
TRADEMARK			

CH \$340.00 4904082

Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 187524-0006

NAME OF SUBMITTER: Kareem Ansley

SIGNATURE: /Kareem Ansley/

DATE SIGNED: 07/19/2016

Total Attachments: 4

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Security Agreement

Trademarks

WHEREAS, JONATHAN ADLER ENTERPRISES, LLC a New York limited liability company (herein referred to as “**Debtor**”), has adopted, used and is using, and is the owner of the entire right, title, and interest in and to, the entire right, title and interest in and to trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the “**Trademarks**”);

WHEREAS, Debtor is obligated to ISRAEL DISCOUNT BANK OF NEW YORK, in its capacity as agent (“**Agent**”) of the “**Lenders**” from time to time a party to the Loan Agreement (as defined below), and has entered into a Loan and Security Agreement dated as of the date hereof (as may be from time to time amended, restated and supplemented, the “**Loan Agreement**”) in favor of Agent and Lenders;

WHEREAS, pursuant to the Loan Agreement, Debtor has granted to Agent a security interest in, and mortgage on, all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Loan Agreement (the “**Collateral**”), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Loan Agreement, and is intended to supplement the Loan Agreement and evidence and perfect Agent’s security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Agent, for the benefit of itself and Lenders, a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Agent’s address is 511 Fifth Avenue, New York, New York 10017.

Dated July 19, 2016

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed in New York, New York by its duly authorized officer as of the date first written above.

JONATHAN ADLER ENTERPRISES, LLC

By: 

Name: David Frankel

Title: President

SCHEDULE A
Registered Trademarks

Trademark	Registration No.	Registration Date	Owner
Jonathan Adler	4904082	2/23/16	Jonathan Adler Enterprises, LLC
Happy Chic	4781803	7/28/15	Jonathan Adler Enterprises, LLC
Jonathan Adler	4276276	1/15/13	Jonathan Adler Enterprises, LLC
Happy Chic	4672136	1/13/15	Jonathan Adler Enterprises, LLC
Jonathan Adler	4576377	7/29/14	Jonathan Adler Enterprises, LLC
Happy Chic	4568871	7/15/14	Jonathan Adler Enterprises, LLC
Happy Chic	4385629	8/13/13	Jonathan Adler Enterprises, LLC
Happy Chic	4389445	8/20/13	Jonathan Adler Enterprises, LLC
Happy Chic	4264641	12/25/12	Jonathan Adler Enterprises, LLC
Jonathan Adler	4272320	1/8/13	Jonathan Adler Enterprises, LLC
Jonathan Adler	3102333	6/6/06	Jonathan Adler Enterprises, LLC
Jonathan Adler	2860439	7/6/04	Jonathan Adler Enterprises, LLC
Happy Chic	3796183	6/1/10	Jonathan Adler Enterprises, LLC

U.S. Pending Applications

Trademark	Serial Number	Application Date	Owner

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

[None]

Common Law Trade Names

[None]