

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frame La Brands, LLC		09/25/2015	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	150 East 42nd Street, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85733323	FRAME DENIM	
Serial Number:	85982535	FRAME DENIM	
Serial Number:	85982536	FRAME DENIM	
Serial Number:	86491796	FRAME	
Serial Number:	86491798	FRAME	
Serial Number:	86491799	FRAME	
Serial Number:	86491801	FRAME LONDON - LOS ANGELES	
Serial Number:	86491804	FRAME LONDON - LOS ANGELES	
Serial Number:	86491805	FRAME LONDON - LOS ANGELES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		

OP \$240.00 85733323

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	08/05/2016
Total Attachments: 10 source=Frame La Brands - Trademark#page1.tif source=Frame La Brands - Trademark#page2.tif source=Frame La Brands - Trademark#page3.tif source=Frame La Brands - Trademark#page4.tif source=Frame La Brands - Trademark#page5.tif source=Frame La Brands - Trademark#page6.tif source=Frame La Brands - Trademark#page7.tif source=Frame La Brands - Trademark#page8.tif source=Frame La Brands - Trademark#page9.tif source=Frame La Brands - Trademark#page10.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of September 25, 2015, is made by **FRAME LA BRANDS, LLC**, a California limited liability company ("Grantor") in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Lender"), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the "Credit Agreement"), by and among Grantor, Denim Lab LLC and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor 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 ("USPTO").

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor 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, misappropriation, violation, dilution, 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.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or

examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

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

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Credit Agreement and other Loan Documents.

6. 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 format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. 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.

8. 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).

9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

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

FRAME LA BRANDS, LLC, as Grantor

By: _____

Name: Joshua Levine

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**, as Lender

By: _____

Name:

Title: Authorized Signatory

Trademark Security Agreement

**TRADEMARK
REEL: 005847 FRAME: 0219**

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

FRAME LA BRANDS, LLC, as Grantor

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**, as Lender

By:



Name: *GARY P. Vessecchia*

Title: Authorized Signatory

Trademark Security Agreement

**TRADEMARK
REEL: 005847 FRAME: 0220**

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that FRAME LA BRANDS, LLC, a California limited liability company (“**Grantor**”) hereby appoints WELLS FARGO BANK, NATIONAL ASSOCIATION (“**Lender**”) and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Credit Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Credit Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the “Trademark Security Agreement”)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Credit Agreement.

Dated as of _____, 2015.

[Signature Page Follows]

FRAME LA BRANDS, LLC, as Grantor

By: _____

Name:

Title:

[Special Power of Attorney - Trademark Security Agreement]

**TRADEMARK
REEL: 005847 FRAME: 0222**

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Mark	Serial Number Filing Date	Registration Number Registration Date
U.S.	FRAME DENIM	85/733,323 September 19, 2012	N/A N/A
U.S.	FRAME DENIM	85/982,535 September 19, 2012	N/A N/A
U.S.	FRAME DENIM	85/982,536 September 19, 2012	N/A N/A
U.S.	FRAME	86/491,796 December 29, 2014	N/A N/A
U.S.	FRAME	86/491,798 December 29, 2014	N/A N/A
U.S.	FRAME	86/491,799 December 29, 2014	N/A N/A
U.S.	FRAME <small>LONDON - LOS ANGELES</small>	86/491,801 December 29, 2014	N/A N/A
U.S.	FRAME <small>LONDON - LOS ANGELES</small>	86/491,804 December 29, 2014	N/A N/A

[Schedule 1 - Trademark Security Agreement]

Country	Mark	Serial Number Filing Date	Registration Number Registration Date
U.S.	FRAME LONDON - LOS ANGELES	86/491,805 December 29, 2014	N/A N/A
Australia	FRAME DENIM	1627497 June 10, 2014	1627497 January 12, 2015
China	FRAME DENIM	12179162 February 20, 2013	12179162 August 7, 2014
China	FRAME DENIM	12179163 February 20, 2013	N/A N/A
China	FRAME DENIM	N/A N/A	N/A N/A
China	FRAME DENIM	12179164 February 20, 2013	12179164 August 7, 2014
European Community	FRAME DENIM	010666873 February 22, 2012	010666873 July 23, 2012
European Community	FRAME	13958665 April 16, 2015	N/A N/A
Hong Kong	FRAME DENIM	302524068 February 18, 2013	302524068 August 7, 2013
Japan	FRAME DENIM	2013-014437 March 1, 2013	5630681 November 15, 2013
Macao	FRAME	N/A N/A	N/A N/A
South Korea	FRAME DENIM	45-2014-4872 June 25, 2014	N/A
South Korea	FRAME DENIM	45-2015-3518 April 17, 2015	N/A N/A
South Korea	FRAME	40-2015-30812 April 24, 2015	N/A N/A

Country	Mark	Serial Number Filing Date	Registration Number Registration Date
South Korea	FRAME <small>LONDON - LOS ANGELES</small>	45-2015-3891	N/A
		April 28, 2015	N/A
Taiwan	FRAME DENIM	104020335	N/A
		April 15, 2015	N/A
Turkey	FRAME DENIM	2014-49776	N/A
		June 12, 2014	N/A
Turkey	FRAME DENIM	2014/101582	N/A
		December 10, 2014	N/A
Turkey	FRAME LONDON LOS ANGELES	2015/45001	N/A
		May 25, 2015	N/A

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Frame La Brands, LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: CA

Execution Date(s) September 25, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 150 East 42nd Street, 39th Floor

City: New York

State: New York

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other _____ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: **9**

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

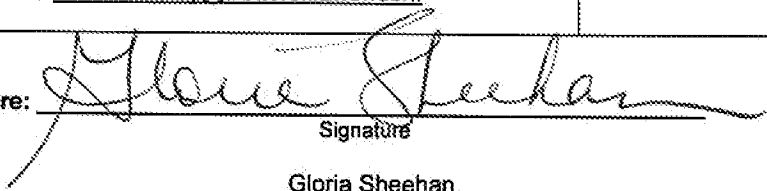
a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:


Signature

Gloria Sheehan
Name of Person Signing

August 5, 2016
Date

Total number of pages including cover sheet, attachments, and document: **10**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8985, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450