

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luxury Brand Holdings, Inc.		06/30/2017	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3975250	AMERICAN BEAUTY	
Registration Number:	3930106	ANDIAMO	
Registration Number:	4569063	CHOOSE BEAUTIFULLY	
Registration Number:	3451165	CIRCLE OF ETERNITY	
Registration Number:	1773890	GOLD RUSH	
Registration Number:	4222105	RODEO	
Registration Number:	1317429	ROSS-SIMONS	
Registration Number:	3019208	ROSS-SIMONS	
Registration Number:	3019209	ROSS-SIMONS.COM	
Registration Number:	3482314	RSVP	
Registration Number:	3029834	SAINT JAMES	
Registration Number:	4448429	SIDNEY THOMAS	
Registration Number:	3613930	VIA	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		

OP \$340.00 3975250

Address Line 1: Two International Place
Address Line 2: Choate, Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 06/30/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of June 30, 2017, by LUXURY BRAND HOLDINGS, INC., a Rhode Island corporation ("Grantor"), in favor of CITIZENS BANK, N.A., as administrative agent and collateral agent (the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to the Credit Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the "Credit Agreement"), by and among the Grantor, the Lenders and the Administrative Agent, the Lenders have agreed to make loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, the obligation of each of the Lenders to make such loans and extend such other financial accommodations is subject to the condition, among others, that Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Secured Parties as hereinafter described.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations, Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and, in each case, all goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and all applications filed in connection therewith, including, but not limited to, those referred to on Schedule I attached hereto (each, a "Trademark");

(b) all reissues, extensions or renewals of the foregoing (excluding any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under Applicable Law);

(c) all Trademark licenses for the grant by or to Grantor of any right to use any Trademark;

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by Applicable Law;

(e) 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

(f) 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, 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.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the other Security Documents. Such other Security Documents (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Financing Document. This Agreement is a Loan Document and a Security Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.


SECTION 7. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with, the law of the State of New York, without giving effect to the conflicts of laws principles or choice of laws principles thereof, but including Section 5-1401 of the New York General Obligations Law.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTOR:

LUXURY BRAND HOLDINGS, INC.,
a Rhode Island corporation

By: 

Name: David Pawlak

Title: Chief Financial Officer

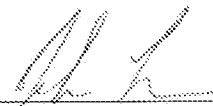
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006096 FRAME: 0562

Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

CITIZENS BANK, N.A.

By:  _____

Name: John Lucas

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006096 FRAME: 0563

SCHEDULE I – TRADEMARK SCHEDULE

<u>Company</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration/ Filing Date</u>	<u>Jurisdiction</u>	<u>Status</u>
Luxury Brand Holdings, Inc.	AMERICAN BEAUTY	3975250	06/07/2011	USPTO	Registered
Luxury Brand Holdings, Inc.	ANDIAMO	3930106	03/08/2011	USPTO	Registered
Luxury Brand Holdings, Inc.	CHOOSE BEAUTIFULLY	4569063	07/15/2014	USPTO	Registered
Luxury Brand Holdings, Inc.	CIRCLE OF ETERNITY (CLASS 14)	3451165	06/17/2008	USPTO	Registered
Luxury Brand Holdings, Inc.	GOLD RUSH	1773890	05/25/1993	USPTO	Renewed
Luxury Brand Holdings, Inc.	RODEO	4222105	10/09/2012	USPTO	Registered
Luxury Brand Holdings, Inc.	ROSS-SIMONS (CLASS 42)	1317429	01/29/1985	USPTO	Renewed
Luxury Brand Holdings, Inc.	ROSS-SIMONS (CLASSES 14, 35)	3019208	11/29/2005	USPTO	Renewed
Luxury Brand Holdings, Inc.	ROSS-SIMON.COM	3019209	11/29/2005	USPTO	Renewed
Luxury Brand Holdings, Inc.	RSVP	3482314	08/05/2008	USPTO	Registered
Luxury Brand Holdings, Inc.	SAINT JAMES	3029834	12/13/2005	USPTO	Renewed
Luxury Brand Holdings, Inc.	SIDNEY THOMAS	4448429	12/10/2013	USPTO	Registered
Luxury Brand Holdings, Inc.	VIA	3613930	04/28/2009	USPTO	Registered