

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chloe and Isabel, LLC	FORMERLY C&I Merger Sub, LLC	11/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITY NATIONAL BANK		
Street Address:	245 Lytton Avenue, Suite 175		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86251291	CHLOE + ISABEL	
Serial Number:	86251289	JARDINS DU MIDI	
Serial Number:	85285743	CHLOE + ISABEL	
Serial Number:	85285736	CHLOE + ISABEL	
Serial Number:	85285734		
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	01/25/2018		
Total Attachments: 6 source=IPSA#page1.tif			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 22, 2017, by and between CITY NATIONAL BANK ("Bank") and CHLOE AND ISABEL, LLC, a Delaware limited liability company, formerly known as C&I MERGER SUB, LLC (successor by merger to CHLOE AND ISABEL, INC., a Delaware corporation) ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement dated as of November 22, 2017 by and among Grantor, the other co-borrowers party thereto from time to time (together with Grantor, the "Borrowers"), and Bank, as amended, modified, supplemented, extended or restated from time to time (collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans and provide other credit accommodations to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents to secure the obligations of Grantor and each other Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

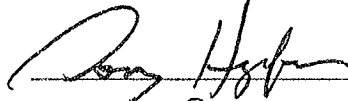
180 Maiden Lane, 10th Floor
New York, NY 10038
Attn: President
FAX:

CHLOE AND ISABEL, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____



Doug Hepler

President

BANK:

Address of Bank:

CITY NATIONAL BANK
245 Lytton Avenue, Suite 175
Palo Alto, CA 94301
Attn: Rod Werner, Managing Director
email: rod.werner@cnb.com

CITY NATIONAL BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

180 Maiden Lane, 10th Floor
New York, NY 10038
Attn: President
FAX:

CHLOE AND ISABEL, LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

CITY NATIONAL BANK
245 Lytton Avenue, Suite 175
Palo Alto, CA 94301
Attn: Rod Werner, Managing Director
email: rod.werner@cnb.com

CITY NATIONAL BANK

By:  _____

Name: JAMES DEJOY

Title: SVP

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/ Registration Number</u>	<u>Application/ Registration File Date</u>
CHLOE + ISABEL	86251291	4/14/2014
JARDINS DU MIDI	86251289	4/14/2014
CHLOE + ISABEL	85285743	4/14/2014
CHLOE + ISABEL	85285736	4/14/2014
Design only	85285734	4/14/2014