

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479414

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capital One, National Association, as agent		06/14/2018	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rosenthal & Rosenthal, Inc., as successor agent		
<b>Street Address:</b>	1370 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2134914	CABLE & GAUGE	
<b>Serial Number:</b>	87389899	CG CABLE & GAUGE	
<b>Serial Number:</b>	87203202	CG CABLE & GAUGE	
<b>Registration Number:</b>	4621657	CG CG CG CG	
<b>Serial Number:</b>	87299276	FLINT & MOSS	
<b>Serial Number:</b>	87195396	FUTURE CONTESSA	
<b>Serial Number:</b>	86686240	GREY & GRAY	
<b>Registration Number:</b>	2520391	ILLIG	
<b>Registration Number:</b>	3477615	IT STARTS AT THE TOP	
<b>Registration Number:</b>	4732881	IT STARTS AT THE TOP	
<b>Registration Number:</b>	2211480	POINTELLE	
<b>Serial Number:</b>	87195438	RISE & BLOOM	
<b>Registration Number:</b>	3535297	SPENSE	
<b>Serial Number:</b>	87837445	SPENSE SPORT	
<b>Registration Number:</b>	4929040	SPENSER JEREMY	
<b>Registration Number:</b>	2264202		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		

OP \$415.00 2134914

TRADEMARK

**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.**

**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

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
---------------------------	----------------

<b>SIGNATURE:</b>	/Gloria Sheehan/
-------------------	------------------

<b>DATE SIGNED:</b>	06/26/2018
---------------------	------------

**Total Attachments: 11**

source=Capital One Rosenthal Assignment#page1.tif  
source=Capital One Rosenthal Assignment#page2.tif  
source=Capital One Rosenthal Assignment#page3.tif  
source=Capital One Rosenthal Assignment#page4.tif  
source=Capital One Rosenthal Assignment#page5.tif  
source=Capital One Rosenthal Assignment#page6.tif  
source=Capital One Rosenthal Assignment#page7.tif  
source=Capital One Rosenthal Assignment#page8.tif  
source=Capital One Rosenthal Assignment#page9.tif  
source=Capital One Rosenthal Assignment#page10.tif  
source=Capital One Rosenthal Assignment#page11.tif



ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of June 14, 2018, (this "Assignment and Assumption") is made by CAPITAL ONE, NATIONAL ASSOCIATION, as agent (in such capacity, the "Assignor") and ROSENTHAL & ROSENTHAL, INC., as successor agent (in such capacity, the "Assignee").

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 31, 2017, among H.M.S. PRODUCTIONS LLC, a Delaware limited liability company ("HMS"), formerly known as HMS Acquisition, LLC, successor by merger to H.M.S. Productions, Inc., a New York corporation), ELDEEN CLOTHING INC., a New York corporation ("Eldeen"), SANDY HILL HMS HOLDINGS, LLC, a Delaware limited liability company, as a guarantor under the Loan Agreement ("Holdings", and together with HMS and Eldeen, the "Existing Grantors"), and the Assignor, as agent (as heretofore amended, modified and supplemented, the "Existing Loan Agreement"), the Existing Grantors granted to the Assignor a security interest in, among other collateral, the Existing Trademarks (as defined below):

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of July 31, 2017 and recorded on August 4, 2017 with the United States Patent and Trademark Office at Reel 6123, Frame 0411 (the "Existing IP Security Agreement"), the Existing Grantors granted to the Assignor a continuing security interest in all of the grantors' Trademarks (as defined in the Existing Security Agreement), including those set forth on Schedule A attached hereto (the "Existing Trademarks");

WHEREAS, among others, the Assignor and the Assignee have entered into that certain Resignation of Agent and Appointment of Successor Agent, dated as of the date hereof (the "Substitution Agreement"), whereby the Assignor transferred to the Assignee, among other things, all of the Assignor's rights and obligations under the Existing Loan Agreement and Existing IP Security Agreement;

WHEREAS, the Assignor wishes to transfer all of its rights and obligations under the Existing IP Security Agreement to the Assignee pursuant to the Substitution Agreement, and the Assignee wishes to obtain from the Assignor, all of the Assignor's rights and obligations under the Existing IP Security Agreement, including the secured rights in the Existing Trademarks; and

WHEREAS, the Existing Grantors, and the Assignee have entered into the Amended and Restated Loan and Security Agreement, dated as of the date hereof, pursuant to which Existing Grantors have reaffirmed their grant to the Assignee of a continuing security interest in, among other collateral, the Existing Trademarks:


NOW THEREFORE; FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers and sets over to the Assignee without recourse and without any representation or warranty of any kind, nature or description, and the Assignee hereby assumes from the Assignor, the Assignor's entire right, title and interest in and to the Existing IP Security Agreement and to the secured rights in and to the trademarks listed therein and in and to the Existing Trademarks.

This assignment is made in accordance with and subject to the Substitution Agreement. In the event of any inconsistency between the terms and conditions of the Substitution Agreement and this assignment, the terms of the Substitution Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this assignment as of the date first above written.

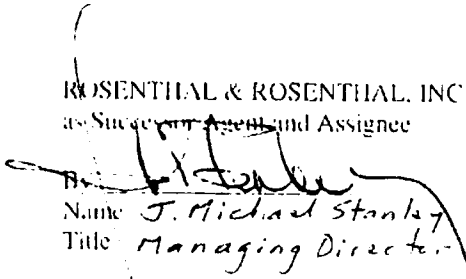
CAPITAL ONE, NATIONAL ASSOCIATION,  
as Agent and Assignor

By:   
Name: George J. Ahlmeyer  
Title: Senior Vice President

[Assignment of Grant of Security Interest in U.S. Trademarks]

TRADEMARK  
REEL: 006364 FRAME: 0745

ROSENTHAL & ROSENTHAL, INC.  
as Successor Agent and Assignee

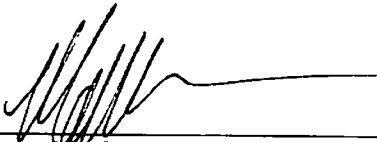
  
Name: J. Michael Stanley  
Title: Managing Director

[Assignment of Grant of Security Interest in U.S. Trademarks]

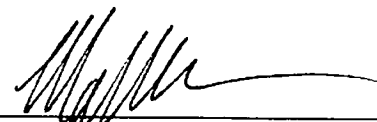
ACKNOWLEDGED AND AGREED:

EXISTING GRANTORS:

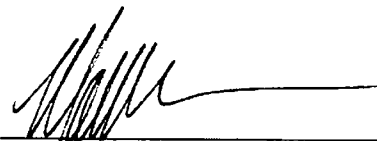
H.M.S. PRODUCTIONS LLC

By:   
Name: Matthew J. Bruderman  
Title: Chairman, Chief Executive Officer and  
President

ELDEEN CLOTHING INC.

By:   
Name: Matthew J. Bruderman  
Title: Chairman

SANDY HILL HMS HOLDINGS, LLC

By:   
Name: Matthew J. Bruderman  
Title: Chairman and President

[Assignment of Grant of Security Interest in U.S. Trademarks]

**TRADEMARK**  
**REEL: 006364 FRAME: 0747**

SCHEDULE A TO ASSIGNMENT OF GRANT OF INTERESTS IN UNITED STATES  
TRADEMARKS

**Existing Trademarks**

(see attached)




**Trademarks/Service Marks Applications and Registrations**

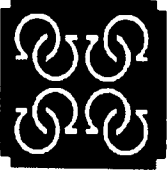

Loan Party	Country	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Docket No.
H.M.S. Productions LLC	Argentina	CABLE & GAUGE	Registered	3012325	06/25/10	2445212	06/20/11	-251046
H.M.S. Productions LLC	Australia	CABLE & GAUGE	Registered	1607967	02/25/14	1607967	09/25/14	-251047
H.M.S. Productions LLC	Brazil	CABLE & GAUGE	Registered	830673318	07/05/10	830673318	04/05/16	-251049
H.M.S. Productions LLC	Canada	CABLE & GAUGE	Registered	842489	05/01/97	517269	09/29/99	-251050
H.M.S. Productions LLC	Canada	CG CABLE & GAUGE (Des)	Pending Application	1818476	01/17/17	N/A	N/A	-261638
H.M.S. Productions LLC	Canada	FLINT & MOSS	Pending Application	1818478	01/17/17	N/A	N/A	-261781
H.M.S. Productions LLC	Canada	POINTELLE	Pending Application	1818477	01/17/17	N/A	N/A	-261780
H.M.S. Productions LLC	Canada	SPENSER JEREMY	Pending Application	1732404	06/11/15	N/A	N/A	-251065
H.M.S. Productions LLC	Chile	CABLE & GAUGE	Registered	935608	1/4/2011	930039	09/01/11	-251051
H.M.S. Productions LLC	China P.R.	CABLE & GAUGE	Registered	4114771	06/11/04	4114771	01/14/08	-251052
H.M.S. Productions LLC	China P.R.	CUPIO	Registered	15908016	12/11/14	15908016	02/14/16	-251062
H.M.S. Productions LLC	China P.R.	JLLIG	Registered	125788	07/16/01	1936763	11/28/04	251063

H.M.S. Productions LLC	China P.R.	Stick Figure Design (Illig)	Registered	7088373	12/01/08	7088373	9/7/2010	-251064
H.M.S. Productions LLC	Community Trademark (EC)	CABLE & GAUGE	Registered	12403861	12/09/13	12403861	05/02/14	-251053
H.M.S. Productions LLC	Community Trademark (EC)	CUPIO	Registered	14971444	12/31/15	14971444	04/26/16	-251066
H.M.S. Productions LLC	Guatemala	CABLE & GAUGE	Registered	2010-004541	06/25/10	181,957	03/13/12	251054
H.M.S. Productions LLC	Jamaica	CABLE & GAUGE	Registered	55912	06/25/10	55912	06/25/10	-251055
H.M.S. Productions LLC	Japan	CABLE & GAUGE	Registered	042355	05/28/10	5356159	09/24/10	251056
H.M.S. Productions LLC	Japan	ILLIG	Registered	2001-063318	07/11/01	4564567	04/26/02	-251067
H.M.S. Productions LLC	Japan	Stick Figure Design (Illig)	Registered	2008-092085	11/13/08	5242440	06/26/09	-251068
H.M.S. Productions LLC	Mexico	CABLE & GAUGE	Registered	1348620	02/14/13	1375891	06/18/13	-251057
H.M.S. Productions LLC	Mexico	CUPIO	Registered	1909945	06/27/17	1802290	9/27/2017	-267090
H.M.S. Productions LLC	Panama	CABLE & GAUGE	Registered	191486-01	07/07/10	19148601	07/07/10	-251058
H.M.S. Productions LLC	South Korea	CABLE & GAUGE	Registered	40-2010-28463	05/31/10	40-872666	07/13/11	-251059
H.M.S. Productions LLC	Taiwan	CABLE & GAUGE	Registered	102069947	12/13/13	1662896	09/01/14	-251060
H.M.S. Productions LLC	United States	CABLE & GAUGE	Registered	75/060,794	02/22/96	2,134,914	02/03/98	-251061
H.M.S. Productions LLC	United States	CG CABLE & GAUGE	Pending Application	87/389,899	03/29/17	N/A	N/A	-264187
H.M.S. Productions LLC	United States	CG CABLE & GAUGE (Des)	Pending Application	87/203,202	10/14/16	N/A	N/A	-259504
H.M.S. Productions LLC	United States	CG Logo Design	Registered	85/713,718	08/27/12	4,621,657	10/14/14	-251069

Schedule 8 - 2

#909830741.7

H.M.S. Productions LLC	United States	FLINT & MOSS	Pending Application	87/299,276	01/12/17	N/A	N/A	-259182
H.M.S. Productions LLC	United States	FUTURE CONTESSA	Pending Application	87/195,396	10/06/16	N/A	N/A	-259183
H.M.S. Productions LLC	United States	GREY & GRAY	Pending Application	86/686,240	07/08/15	N/A	N/A	-251070
H.M.S. Productions LLC	United States	ILLIG	Registered	75/185,329	10/22/96	2,520,391	12/18/01	-251071
H.M.S. Productions LLC	United States	IT STARTS AT THE TOP	Registered	77/174,414	05/07/07	3,477,615	07/29/08	-251073
H.M.S. Productions LLC	United States	IT STARTS AT THE TOP	Registered	86/205,067	02/26/14	4,732,881	05/05/15	-251072
H.M.S. Productions LLC	United States	POINTELLE	Registered	75/129,928	07/03/96	2,211,480	12/15/98	-251074
H.M.S. Productions LLC	United States	RISE & BLOOM	Registered	87/195,438	10/06/16	Pending	Pending	-259184
H.M.S. Productions LLC	United States	SPENSE	Registered	77/976,028	12/05/06	3,535,297	11/18/08	-251075
H.M.S. Productions LLC	United States	SPENSE SPORT	Pending Application	87/837,445	05/16/18	NA	NA	-276086
H.M.S. Productions LLC	United States	SPENSER JEREMY	Registered	86/607,938	04/23/15	4,929,040	03/29/16	-252456
H.M.S. Productions LLC	United States	Stick Figure Design (Illig)	Registered	75/372,094	10/14/97	2,264,202	07/27/99	-251076
H.M.S. Productions LLC	United States	CG CABLE & GAUGE (Des): 	Application	87/203,202	10/14/16	N/A	N/A	-259504
H.M.S. Productions LLC	United States	CG Logo Design:	Registered	85/713,718	08/27/12	4,621,657	10/14/14	-251069

H.M.S. Productions LLC	United States	 Stick Figure Design (Illig): 	Registered	75/372.094	10/14/97	2.264.202	07/27/99	-251076
------------------------	---------------	--	------------	------------	----------	-----------	----------	---------

**Patents/Patent Applications**

None.

**Copyright/Copyright Applications**

None.

**Tradenames/Unregistered Marks**

<b><u>Name</u></b>	<b><u>Company/Subsidiary/Affiliated Entity</u></b>
HMS	H.M.S. Productions LLC

**Domain Names**

	<b><u>Domain Name</u></b>	<b><u>Owner</u></b>
1.	hmsproductions.nyc	Spenser Alpern
2.	cableandgauge.com	Spenser Alpern
3.	cableandgauge.nyc	Spenser Alpern
4.	cupio.nyc	Spenser Alpern
5.	cupiocollection.com	Spenser Alpern
6.	cupiocollection.net	Spenser Alpern
7.	hmsproductions.nyc	Spenser Alpern
8.	hmsreport.com	H.M.S. Productions LLC
9.	itstartsathetop.com	Spenser Alpern
10.	nubby.com	Spenser Alpern
11.	nubby.nyc	Spenser Alpern
12.	ottomanstitch.com	Spenser Alpern
13.	silkknits.com	Spenser Alpern
14.	spense.nyc	Spenser Alpern
15.	spenseblouse.com	Spenser Alpern
16.	spensedress.com	Spenser Alpern
17.	spenserjeremy.com	Spenser Alpern

**Software Licenses**

H.M.S. Productions LLC has software licenses for 4D, Logon, Sage, Microsoft Office, Windows, Adobe 5.5, Illustrator, Creative Cloud, and the CAD system it uses from Lectra. H.M.S. Productions LLC does not have copies of any documentation of the software licenses; rather, H.M.S. Productions LLC pays when billed.

**Website Hosting**

Network Solutions hosts H.M.S. Productions LLC's website.