

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490477

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EDCA LLC		08/03/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Gordon Brothers Finance Company
<b>Street Address:</b>	800 Boylston Street
<b>Internal Address:</b>	27th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02199
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4564039	
Registration Number:	4575242	EVERYDAY CALIFORNIA
Registration Number:	5037161	EVERYDAY CALIFORNIA
Serial Number:	86727619	EVERYDAY CALIFORNIA
Registration Number:	5060746	EVERYDAY FLORIDA
Registration Number:	5050779	EVERYDAY HAWAII
Registration Number:	5050780	EVERYDAY LAS VEGAS
Registration Number:	5092133	EVERYDAY NEW YORK

## CORRESPONDENCE DATA

Fax Number:

*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: 2124726262  
 Email: arlatifi@tuckerlatifi.com  
 Correspondent Name: Ali R. Latifi  
 Address Line 1: 160 East 84th Street  
 Address Line 2: Suite 5E  
 Address Line 4: New York, NEW YORK 10028

OP \$215.00 4564039

<b>NAME OF SUBMITTER:</b>	Ali R. Latifi
<b>SIGNATURE:</b>	/Ali R. Latifi/
<b>DATE SIGNED:</b>	09/18/2018
<b>Total Attachments: 9</b> source=EDCA Trademark Security Agreement#page1.tif source=EDCA Trademark Security Agreement#page2.tif source=EDCA Trademark Security Agreement#page3.tif source=EDCA Trademark Security Agreement#page4.tif source=EDCA Trademark Security Agreement#page5.tif source=EDCA Trademark Security Agreement#page6.tif source=EDCA Trademark Security Agreement#page7.tif source=EDCA Trademark Security Agreement#page8.tif source=EDCA Trademark Security Agreement#page9.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2018 (“Trademark Security Agreement”), made by EDCA LLC having an office at 5990 Sepulveda Blvd. Van Nuys, CA 91411 (together with any other entity that may become a party hereto as provided herein, the “Trademark Grantors”), is in favor of Gordon Brothers Finance Company, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

### WITNESSETH:

WHEREAS, the Trademark Grantors are party to a Pledge and Security Agreement dated as of August, 3, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement) in favor of the Collateral Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Trademark Grantors does hereby pledge, convey, sell, assign, transfer and set over unto the Collateral Agent and grant to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property now owned for at any time hereafter acquired by such Trademark Grantor or in which such Trademark Grantor now has or at any time in the future may acquire any right, title or interest (the “Trademark Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto;

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

(c) to the extent not covered by clause (a), the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by clause (a), all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest

would be prohibited by the terms of the Security Agreement, including, without limitation, any Trademark applications filed on the basis of a Trademark Grantor's intent-to-use such mark, unless and until evidence of the use of such Trademark in interstate commerce is submitted to the United States Patent and Trademark Office, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application; and (ii) the security interest granted hereby (x) shall attach at all times to all proceeds of such property, (y) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (z) to the extent severable, shall in any event attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Security Agreement and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes Trademark Security Agreement to be recorded with the United States Patent and Trademark Office and any similar office or agency in any other country or political subdivision thereof.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A copy of this Trademark Security Agreement signed by all the parties shall be delivered to the Administrative Agent.

[Remainder of This Page Intentionally Left Blank]

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

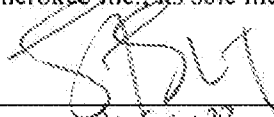
EDCA LLC

By: Cherokee Inc., its sole member


By: \_\_\_\_\_


Name:


Title:

  
H. STUMP  
CEO




## EDCA LLC TRADEMARK SCHEDULE

Country	Trade Mark	App. No./Reg. No.	Class
BRAZIL	EVERYDAY CALIFORNIA	App. No. 909873267	18
CANADA		App. No. 1734904	18
CANADA	EVERYDAY CALIFORNIA	1734905	18
CANADA	EVERYDAY CALIFORNIA	Reg. No. TMA946115	25
CANADA	<p style="text-align: center;">MORE THAN JUST A STATE OF MIND, IT'S A WAY OF LIFE</p>	App. No. 1756065	18, 25

CHILE	EVERYDAY CALIFORNIA	Reg. No. 1162433	25
CHILE	EVERYDAY CALIFORNIA	Reg. No. 1213631	18
CHINA	EVERYDAY CALIFORNIA	1222838	25
COLOMBIA	EVERYDAY CALIFORNIA	Reg. No. 509242	25
COLOMBIA	EVERYDAY CALIFORNIA	Reg. No. 25499	
EUTM	EVERYDAY CALIFORNIA	Reg. No. 14485429	9, 14, 25
EUTM		Reg. No. 014655609	9, 18, 25

EUTM (IR DESIGNATION)	EVERYDAY CALIFORNIA	I.R. 1222838	25
INTERNATIONAL REGISTRATION (MADRID PROTOCOL)	EVERYDAY CALIFORNIA	I.R. 1222838	
JAPAN		App. No. 2017-103628	
JAPAN	EVERYDAY CALIFORNIA	Reg. No. 5936206	25
MEXICO	EVERYDAY CALIFORNIA	Reg. No. 1644554	18



MEXICO (IR DESIGNATION)	EVERYDAY CALIFORNIA	Local Mexican Reg. No. 1705666	25
MEXICO		Reg. No. 1612799	18
PERU	EVERYDAY CALIFORNIA	Reg. No. P00221224	25
PERU	EVERYDAY CALIFORNIA	Reg. No. P00236725	18
PHILIPPINES	EVERYDAY CALIFORNIA	4-2014-505349	25
U.S.		4564039	25
U.S.		Reg. No 4,564,039	25

U.S.	EVERYDAY CALIFORNIA	4575242	25
U.S.	EVERYDAY CALIFORNIA	5037161	18
U.S.	EVERYDAY CALIFORNIA	86/727619	9, 14, 18, 21, 24
U.S.	EVERYDAY FLORIDA	5060746	25
U.S.	EVERYDAY HAWAII	5050779	25
U.S.	EVERYDAY LAS VEGAS	5050780	25

U.S.	EVERYDAY NEW YORK	5092133	25
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