

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549073

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GMA ACCESSORIES INC.		10/23/2019	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Israel Discount Bank of New York
<b>Street Address:</b>	511 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	5751865	ELLI BY CAPELLI
Registration Number:	5700815	CHARLOTTE
Registration Number:	5639149	ALL ABOUT BEAUTY
Registration Number:	5477330	ELLI BY CAPELLI
Registration Number:	5313010	CAPELLI LUX
Registration Number:	5284913	CAPELLI NEWYORK
Registration Number:	5275648	CAPELLI NEWYORK
Registration Number:	5275407	CAPELLI NEWYORK
Registration Number:	5275239	CAPELLI NEWYORK
Serial Number:	87354590	CS
Registration Number:	5152889	STITH
Registration Number:	5106852	STITH
Serial Number:	86939658	LA SERA
Serial Number:	86944691	LA SERA
Registration Number:	5536212	FRANCHI
Registration Number:	4667309	CC
Registration Number:	4628175	CAPELLI
Registration Number:	5108224	TOP SPIRIT
Registration Number:	4721819	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86254428	JUST4US
Serial Number:	86326102	EXPRESSION
Registration Number:	4560595	GNV
Registration Number:	4409345	CAPELLI
Registration Number:	4265817	CHERESSI
Registration Number:	4012673	HOT ACCESSORIES
Registration Number:	3978297	CAPELLI
Serial Number:	85183077	BERYTOS
Serial Number:	85159345	GIORGIO NY
Registration Number:	3922088	CHARLOTTE
Registration Number:	3258734	CAPELLI
Registration Number:	3173856	CAP 3
Registration Number:	3242358	CHARLOTTE
Registration Number:	3285994	JOHNNIE
Registration Number:	4246340	CHIC STYLE
Registration Number:	3600046	CHARLOTTE
Registration Number:	3817465	CUDDLY LOUNGER
Serial Number:	77931372	GIORGIO NEW YORK
Registration Number:	3500599	CHARLOTTE
Registration Number:	3425726	CAPELLI
Registration Number:	3453664	CHARLOTTE
Registration Number:	3273451	CAPELLI
Registration Number:	3246017	CAPELLI
Registration Number:	3241182	CAPELLI
Registration Number:	3322312	CAPELLI
Registration Number:	3241184	CAPELLI
Registration Number:	3248875	CAPELLI
Serial Number:	77314487	CHARLOTTE
Registration Number:	2752473	LA SERA
Serial Number:	76615508	CATCHIN' ZZZ'S
Registration Number:	2674795	GAMA

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 8007130755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

**TRADEMARK**

REEL: 006794 FRAME: 0144

**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	11/12/2019

**Total Attachments: 17**  
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## TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement (“**Agreement**”), dated as of October 23, 2019, is by and between GMA ACCESSORIES INC., a New York corporation (“**Debtor**”) and ISRAEL DISCOUNT BANK OF NEW YORK, as agent (the “**Agent**”) for the lenders (the “**Lenders**”) parties to the Loan and Security Agreement, dated as of the date hereof, among the Debtor, the Agent and the Lenders (as amended, modified or supplemented from time to time in accordance with its terms, the “**Loan Agreement**”).

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, pursuant to the Loan Agreement, the Lenders have agreed to extend financial accommodations to the Debtor in each case, pursuant to, and subject to the terms and conditions of, the Loan Agreement; and

WHEREAS, the obligation of the Lenders to enter into the Loan Agreement and extend such financial accommodations is conditioned on the execution and delivery by the Debtor of this Agreement, to secure the due and punctual payment and performance of the Obligations (as defined herein).

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

**1. Grant of Security Interest.** As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations(as hereinafter defined), Debtor hereby grants to the Agent, its successors and its assigns, for the pro rata benefit of the Lenders, their successors and their assigns, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the “**Collateral**”): (a) all of Debtor’s now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor’s trademarks, trade names, trade styles, service marks, Internet and domain names, uniform resource locators and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, domain names, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor’s use of any trademarks, trade names, trade styles and service marks, domain names and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the “**Trademarks**”); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and

other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

**2. Obligations Secured.** The security interest, lien and other interests granted to Agent pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Agent and the Lenders, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under this Agreement, the Loan Agreement, guaranty in favor of the Agent and the Lenders or any of the other Loan Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Agent and the Lenders (all of the foregoing being collectively referred to herein as the "Obligations").

**3. Representations, Warranties and Covenants.** Debtor hereby represents, warrants and covenants with and to Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, and (ii) the security interests permitted under the Loan Agreement.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or Lenders to any such action, except as such action is expressly permitted hereunder. Notwithstanding the foregoing, Debtor may grant an exclusive or non-exclusive license relating to the Collateral in accordance with its standard business operations.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested in good faith at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Agent or as otherwise determined by Agent; provided that promptly after the filing thereof a copy is sent to Debtor. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks of any other appropriate federal, state or government office; provided that promptly after the filing thereof a copy is sent to Debtor.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder or under any of the other Loan Documents (as defined in the Loan Agreement).

(g) Agent may, in its discretion exercised in good faith, after prior notice to Debtor, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment made in accordance with the provisions of the preceding sentence, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Agent ten (10) Business Days' prior written notice of such action. Notwithstanding the foregoing, Debtor shall provide Agent with prompt notice of any application for the registration of a new trademark with the United States Patent and Trademark Office or any similar office or agency in the United States. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall

promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Trademark in favor of Agent.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable without the prior written consent of the Agent. Debtor shall notify Agent promptly, but in no event later than five (5) Business Days following its knowledge thereof, if it knows or has reason to know of any reason why any application, registration, or recording with respect to any Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Agent shall in good faith request, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Agent's interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's knowledge, no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. There has been no judgment holding any of the Trademarks invalid or enforceable, in whole or in part nor is the validity or enforceability of any of the Trademarks being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes in any material respect on any Trademark or is likely to cause confusion with any Trademark. If requested by Agent, Debtor, at Debtor's expense, shall join with Agent in such action as Agent, Agent's discretion exercised in good faith, may deem advisable for the protection of Agent's interests in and to the Trademarks, provided, that, so long as no Default or Event of Default shall exist or have occurred, Debtor may prosecute such action with such counsel as it reasonably selects.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Agent for any and all expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the

Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, and shall be part of the Obligations secured hereby.

**4. Events of Default.** As used this Agreement, the term "Event of Default" shall mean: (a) any "Event of Default" as defined in the Loan Agreement or any other Loan Document or (b) failure on the part of an Obligor (as hereinafter defined) to observe or perform any agreement or obligation to be observed or performed hereunder or under any other agreement or instrument relating to the Obligations or to any other liability or obligation of an Obligor to the Agent. For the purposes of this Agreement, the term "Obligor" shall include the Debtor and any maker, drawer, acceptor, endorser, guarantor, hypothecator, surety, accommodation party, or other party liable for any of the Obligations in addition to the Debtor.

**5. Rights and Remedies.** At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may in good faith determine.

(b) Subject to any existing license agreement of the Debtor, Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and such manner, as Agent shall in its discretion exercised in good faith, deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Subject to any existing license agreement of the Debtor, Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days' prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time



execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses Debtor agrees that Agent have no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which maybe incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in their discretion determine. Debtor shall remain liable to Agent for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Agent and its designees, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively successively, or concurrently.

#### **6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.**

(a) The validity, interpretation and enforcement of this Agreement and the other Loan Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or any other rule of law that would cause the application of the law of any jurisdiction other than the State of New York.

(b) Debtor and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York of New York County and the United States District Court for the Southern District of New York, whichever Agent may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Debtor and Agent in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against

Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Agent shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Loan Documents.

## 7. Miscellaneous.

(a) All notices, approvals, consents, requests, demands or other communications (collectively, "Communications") to or upon the respective parties hereto shall be made in writing in one of the following ways and shall be deemed to have been given, received and dated; if by hand, immediately upon delivery; if by recognized overnight delivery service, one (1) day after dispatch; if sent by facsimile, when such certified mail, return receipt requested three (3) Business Days after mailing. All Communications are to be given to the following addresses or telecopier numbers (or to such other address or telecopier numbers as any party may designate by Communication in accordance with this Section):

If to Agent: Israel Discount Bank of New York  
511 Fifth Avenue  
New York, New York 10017  
Attention: Richard Miller  
Telephone: (212) 551-8545  
Facsimile: (212) 551-8857

If to Debtor: GMA Accessories, Inc.  
1 East 33<sup>rd</sup> Street, 9<sup>th</sup> Floor  
New York, New York 10016  
Attention: Mr. George Altirs  
Telephone: (212) 684-3344  
Facsimile: (212) 686-4895

with a copy to:

Cullen & Dykman LLP  
44 Wall Street, 17th Floor  
New York, New York 10005  
Attention: Charles F. Gergel, Esq.  
Telephone: (212) 510-2272  
Facsimile: (212) 825-1531

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof", "herein", "hereunder", "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof or cured, if such Event of Default is capable of being cured as determined by Agent. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof. Any term used herein, which is not otherwise defined herein, shall have the meaning assigned thereto in the Loan Agreement.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable such invalidity or unenforceability shall not invalidate this Agreement as whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

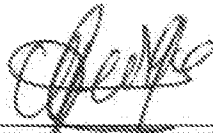
(e) Neither this Agreement nor any provision hereof shall be amended modified waived or discharged orally or by course of conduct but only by a written agreement signed by an authorized officer of Agent. Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly impliedly waived any of their rights, powers and/or remedies on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) Upon receipt of payment in full by the Agent of all outstanding Obligations of Debtor arising out of the Loan Agreement and the Notes issued by Debtors in favor of the Agent in connection thereto all of the Agent's liens on, and security interests in, the Collateral arising under this Agreement shall terminate automatically and the Agent shall have no other lien, security interest, charge, encumbrance or other claim against the Collateral.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

**GMA ACCESSORIES INC.**

By:   
Name: GEORGE ALTUS  
Title: PRESIDENT

**ISRAEL DISCOUNT BANK OF NEW YORK**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Trademark Agreement]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

**GMA ACCESSORIES INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ISRAEL DISCOUNT BANK OF NEW YORK**

By:  \_\_\_\_\_  
Name: *Richard Miller*  
Title: *Senior Vice President*

By:  \_\_\_\_\_  
Name: **Dionne S. Rice**  
Title: **First Vice President**

[Trademark Agreement]

**EXHIBIT A****TRADEMARKS AND TRADEMARK APPLICATIONS**

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>
1	87383531	5751865	ELLI BY CAPELLI
2	87774421	5700815	CHARLOTTE
3	87623275	5639149	ALL ABOUT BEAUTY
4	87977274	5477330	ELLI BY CAPELLI
5	87133715	5313010	CAPELLI LUX
6	87311837	5284913	CAPELLI NEWYORK
7	87296982	5275648	CAPELLI NEWYORK
8	87294098	5275407	CAPELLI NEWYORK
9	87291955	5275239	CAPELLI NEWYORK
10	87354590		CS
11	87062725	5152889	STITH
12	87062543	5106852	STITH
13	86939658		LA SERA
14	86944691		LA SERA
15	86939489	5536212	FRANCHI
16	86297033	4667309	CC
17	86216243	4628175	CAPELLI
18	86969535	5108224	TOP SPIRIT
19	86297035	4721819	
20	86254428		JUST4US
21	86326102		EXPRESSION
22	85226088	4560595	GNV
23	85341679	4409345	CAPELLI
24	85579048	4265817	CHERESSI
25	85270152	4012673	HOT ACCESSORIES
26	85201189	3978297	CAPELLI
27	85183077		BERYTOS
28	85159345		GIORGIO NY
29	78921503	3922088	CHARLOTTE
30	78964585	3258734	CAPELLI
31	78776018	3173856	CAP 3
32	78935382	3242358	CHARLOTTE
33	78851919	3285994	JOHNNIE

[Trademark Agreement]

34	77896921	4246340	CHIC STYLE
35	77976526	3600046	CHARLOTTE
36	77878530	3817465	CUDDLY LOUNGER
37	77931372		GIORGIO NEW YORK
38	77012104	3500599	CHARLOTTE
39	77209167	3425726	CAPELLI
40	77364972	3453664	CHARLOTTE
41	77010143	3273451	CAPELLI
42	77016511	3246017	CAPELLI
43	77016426	3241182	CAPELLI
44	77009900	3322312	CAPELLI
45	77017351	3241184	CAPELLI
46	77041971	3248875	CAPELLI
47	77314487		CHARLOTTE
48	76448400	2752473	LA SERA
49	76615508		CATCHIN' ZZZ'S
50	76382562	2674795	GAMA



**EXHIBIT B**

**LIST OF LICENSES**

See schedules to Loan Agreement.

[Trademark Agreement]

EXHIBIT C

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF NEW YORK                )

KNOW ALL MEN BY THESE PRESENTS, that GMA ACCESSORIES INC. (“Debtor”), having an office at 1 East 33rd Street, 9th Floor, New York, New York 10016, hereby appoints and constitutes, severally, ISRAEL DISCOUNT BANK OF NEW YORK, as Agent (“Agent”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purposes of assigning, selling or otherwise disposing of all right, title, and interest of Debtors in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

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

The Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Agent.

Dated as of October \_\_\_\_\_, 2019

[Trademark Agreement]

**GMA ACCESSORIES INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

On this \_\_\_\_ day of October, 2019, before me personally came \_\_\_\_\_,  
to me known, who, being duly sworn, did depose and say, that he is the \_\_\_\_\_  
of GMA Accessories Inc., the corporation described in and which executed the foregoing  
instrument; and that he signed his name thereto by order of the members of said company.

\_\_\_\_\_  
Notary

[Special Power of Attorney – Trademark Agreement]