

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733876

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900686458

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MZ Wallace, Inc.		04/06/2022	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	City National Bank
Street Address:	400 Park Avenue, 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2670607	M Z WALLACE NEW YORK, NY
Registration Number:	2712249	MZ WALLACE NEW YORK, NY
Registration Number:	4719001	MZ WALLACE NEW YORK
Registration Number:	4780251	THE METRO TOTE
Registration Number:	5550328	MZ WALLACE
Serial Number:	88095811	MZW
Serial Number:	88674212	DESIGNED TO DO MORE

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: 212-407-4000
Email: trademarks@loeb.com
Correspondent Name: Peter Beardsley
Address Line 1: Loeb & Loeb LLP
Address Line 2: 345 Park Avenue
Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:	014342-10262
NAME OF SUBMITTER:	Peter Beardsley

SIGNATURE:	/Peter Beardsley/
DATE SIGNED:	06/10/2022
Total Attachments: 7 source=CNB (MZ Wallace) - Trademark Security Agreement (Executed)(22067700.1)#page1.tif source=CNB (MZ Wallace) - Trademark Security Agreement (Executed)(22067700.1)#page2.tif source=CNB (MZ Wallace) - Trademark Security Agreement (Executed)(22067700.1)#page3.tif source=CNB (MZ Wallace) - Trademark Security Agreement (Executed)(22067700.1)#page4.tif source=CNB (MZ Wallace) - Trademark Security Agreement (Executed)(22067700.1)#page5.tif source=CNB (MZ Wallace) - Trademark Security Agreement (Executed)(22067700.1)#page6.tif source=CNB (MZ Wallace) - Trademark Security Agreement (Executed)(22067700.1)#page7.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of April 6, 2022, by MZ Wallace, Inc. ("**Grantor**"), in favor of CITY NATIONAL BANK ("**CNB**").

WITNESSETH:

WHEREAS, the Grantor is party to a Credit Agreement, dated as of April 6, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), in favor of CNB pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce CNB to enter into the Credit Agreement, the Grantor hereby agrees with CNB as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to CNB a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor (*provided* that the Trademarks shall not include any trademark application that would be deemed invalidated, cancelled or abandoned due to the security interest granted hereunder, including without limitation all United States trademark applications that are based on an intent to use, unless and until such time that the security interest will not cause the invalidation, cancellation or abandonment of such trademark application):

- (a) Trademarks of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to CNB pursuant to the Credit Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of CNB with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control unless CNB shall otherwise determine.

SECTION 4. Termination. Upon all of the Obligations having been paid in full, and the Revolving Credit Commitment having expired or having been terminated and the termination of the Credit Agreement, this Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of Grantor's obligations and any lien arising therefrom shall be automatically released. CNB, at the expense of Grantor, shall execute, acknowledge, and deliver to the Grantor within a reasonable time an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same

instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantor

MZ Wallace, Inc.

By: 

Name: *Monica Zwiner*

Title: *Secretary*

CNB

**City National Bank, a
national banking association**


By: 

Name: Edwin Vanderhoof

Title: SVP

Schedule I

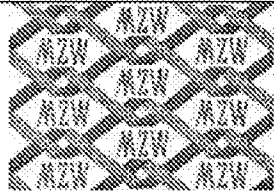
U.S. Trademark Registrations and Use Applications

Trademark	Appl./ Reg. No.	Filing/ Reg. Date	Description of Goods and Services	Owner	Next Action Due
<p>M Z WALLACE NEW YORK, NY (Stylized)</p>  <p>Disclaimer: "NEW YORK, NY"</p> <p>48463.02.0001</p>	<p>76/342,395</p> <p>2,670,607</p> <p>SUPPLEMENTAL REGISTER</p>	<p>Filed: November 16, 2001</p> <p>Registered: December 31, 2002</p>	<p>(Int'l Class: 18) Bags, namely, ladies handbags, totebags, sachels, diaper bags, and travel bags</p>	<p>MZ Wallace, Inc. (New York Corp.) 93 Crosby Street New York, NY</p>	<p>Renewal Due: December 31, 2022</p>
<p>MZ WALLACE NEW YORK, NY</p> <p>Disclaimer: "NEW YORK, NY"</p> <p>48463.02.0002</p>	<p>76/342,394</p> <p>2,712,249</p> <p>SUPPLEMENTAL REGISTER</p>	<p>Filed: November 16, 2001</p> <p>Registered: April 29, 2003</p>	<p>(Int'l Class: 18) Bags, namely, ladies handbags, totebags, satchels, diaper bags, and travel bags</p>	<p>MZ Wallace, Inc. (New York Corp.) 93 Crosby Street New York, NY</p>	<p>Renewal Due: April 29, 2023</p>

Trademark	Appl./ Reg. No.	Filing/ Reg. Date	Description of Goods and Services	Owner	Next Action Due
MZ WALLACE NEW YORK Disclaimer: "NEW YORK" 48463.02.0003	86/193,433 4,719,001	Filed: February 13, 2014 Registered: April 14, 2015	(Int'l Class: 18) Bags, namely, ladies handbags, tote bags, satchels, diaper bags, travel bags, wallets, cosmetic cases sold empty (Int'l Class: 26) Leather decorative items for purses, namely, tassels and fringed tassels	MZ Wallace, Inc. (New York Corp.) 10 Crosby Street, 5th Floor New York, NY	Declaration of Use Due: April 14, 2021
THE METRO TOTE Disclaimer: "TOTE" 48463.02.0004	86/299,427 4,780,251	Filed: June 3, 2014 Registered: July 28, 2015	(Int'l Class: 18) Fashion tote bags, not including picnic bags, insulated bags or picnic wine carriers	MZ Wallace, Inc. (New York Corp.) 10 Crosby Street 5th Floor New York, NY	Declaration of Use Due: July 28, 2021

Trademark	Appl./ Reg. No.	Filing/ Reg. Date	Description of Goods and Services	Owner	Next Action Due
MZ WALLACE 48463.02.0005	87/768,032 5,550,328	Filed: January 24, 2018 Registered: August 28, 2018	(Int'l Class: 18) Bags, namely, ladies handbags, tote bags, satchels, diaper bags, travel bags, wallets, cosmetic cases sold empty (Int'l Class: 26) Leather decorative items for purses, namely, tassels and fringed tassels	MZ Wallace, Inc. (New York Corp.) 10 Crosby Street 5th Floor New York, NY	Declaration of Use Due: August 28, 2024

PENDING U.S. TRADEMARK APPLICATIONS

Trademark	Appl. No.	Filing Date	Description of Goods and Services	Owner	Next Action Due
 48463.02.0007	88/095,811	Filed: August 28, 2018	(Int'l Class: 18) Bags, namely, ladies handbags, tote bags, satchels, diaper bags, travel bags, wallets, cosmetic cases sold empty	MZ Wallace, Inc. (New York Corp.) 93 Crosby Street New York, NY	Published for Opposition on June 30, 2020
DESIGNED TO DO MORE 48463.02.0009	88/674,212	Filed: October 30, 2019	(Int'l Class: 18) Bags, namely, handbags, tote bags, satchels, diaper bags, travel bags, wallets, cosmetic cases sold empty, shoulder bags, crossbody bags, backpacks, belt bags, fitness bags being gym bags, pouches made out of leather, and pouches made out of textile	MZ Wallace, Inc. (New York Corp.) 93 Crosby Street New York, NY	Published for Opposition on July 14, 2020