

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MULHOLLAND BROTHERS		03/28/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SKP I MULHOLLAND LLC		
Street Address:	160 MERCER STREET		
Internal Address:	FLOOR 2		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2248163		
Registration Number:	3031423	MULHOLLAND	
Registration Number:	3161511	MULHOLLAND	
Registration Number:	3010563	MULHOLLAND	
Registration Number:	2956062	MULHOLLAND	
Registration Number:	2875108	MULHOLLAND	
Registration Number:	2875109	MULHOLLAND	
Registration Number:	2242226	MULHOLLAND BROTHERS	
Registration Number:	2269964	MULHOLLAND BROTHERS	
Registration Number:	2265833	MULHOLLAND BROTHERS	
Registration Number:	2242225	MULHOLLAND BROTHERS	
Registration Number:	2875075	MULHOLLAND BROTHERS	
Registration Number:	4128994	MULHOLLAND DRIVE	
Registration Number:	4132162	MULHOLLAND DRIVE	
CORRESPONDENCE DATA			
Fax Number:	2128366337		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-836-7319		
TRADEMARK			

CH \$365.00 2248163

Email: psomelofske@kayescholer.com
Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP
Address Line 1: 425 Park Avenue
Address Line 2: 16-06
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER: 53213-0002-05948

NAME OF SUBMITTER: Paul J. Somelofske

SIGNATURE: /Paul J. Somelofske/

DATE SIGNED: 04/02/2014

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of March 28, 2014, is made by MULHOLLAND BROTHERS, a California corporation (together with its subsidiaries and affiliates from time to time party hereto, collectively, the "Grantors" or the "Borrower") in favor of SKP I MULHOLLAND LLC (the "Lender"), a Delaware limited liability company, with a business address at 160 Mercer Street, Floor 2, New York, NY 10012, as lender under the Loan Agreement referred to below (the "Secured Parties").

WHEREAS, the Borrower has entered into a Credit Agreement dated as of March 28, 2014 (the "Loan Agreement"), with the Lender;

WHEREAS, as a condition precedent to the making of loans by the Lender under the Loan Agreement, the Borrower executed and delivered to the Lender that certain Security Agreement dated as of March 28, 2014, made by and among the Borrower and the Lender (the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender, a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with the Lender as follows:

1. Grant of Security. As security for the payment and performance in full of the Obligations (as defined in the Security Agreement), when due, each Grantor hereby pledges and grants to the Lender a security interest in, and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):
 - (a) any patents and patent applications relating to the Borrower and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");
 - (b) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
 - (c) any copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor, and all extensions and renewals thereof (the "Copyrights");
 - (d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the

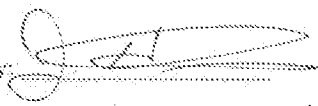
1.

Lender.

3. Loan Documents: This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.
4. Execution in Counterparts: This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
5. Successors and Assigns: This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law: This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of NEW YORK, without giving effect to any choice or conflict of law provision or rule (whether of the State of NEW YORK or any other jurisdiction).

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR: MULHOLLAND BROTHERS

By: 

Name: John A. Holland

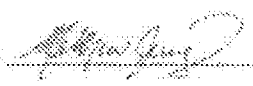
Title: CREATIVE DIRECTOR / SENIOR

Address for Notices: 1445 4th St
Berkeley CA 94710

AGREED TO AND ACCEPTED:

SKP MULHOLLAND LLC

as Lender

By: 

Name: Matthew J. Kelly

Title: Managing Director

Address for Notices: 150 Montross Ave.
New York NY 10022

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Francisco

On 03/28/2014 before me, S. Sapprasert, notary public
(Here insert name and title of the officer)

personally appeared John Holland

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage *ix* may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgments.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then year title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◊ Indicate title or type of attached document, number of pages and date.
 - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCHEDULES

Schedule 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Client-Matter	SubCase	Status	Application	Registration
Trademark	Country	Case #	Class	Number/Date	Number/Date
MJSC. DESIGN (3 MEN ALONE)	7154-0001	ORD	Registered	75/289,727	2,248,163
	United States of America		18 Int.	12-May-1997	25-May-1999

Images/Links:

Goods: 18 Int.

Leather luggage, leather-trimmed luggage, briefcases, garment bags for travel, carry-on bags, tote bags and all-purpose bags.

MULHOLLAND	7154-0023		Registered	1,233,861	714526
	Canada	ORD	13 Int., 18 Int., 25 Int., 35 Int.	13-Apr-2005	15-May-2008

Images/Links:

Goods: 13 Int.

Leather and leather-trimmed bags and accessories for hunting, namely cases and hand guards for guns, bags for ammunition, shell carriers in the form of bags and pouches attachable to belts, and choke tube pouches.

18 Int.

Leather luggage, leather-trimmed luggage, briefcases, garment bags for travel, tote bags and all-purpose sports bags.

25 Int.

Men's and women's clothing and accessories, namely coats, jackets, hats, casual clothing, outdoor winter clothing, rainwear, sports clothing, undergarments, and casual footwear; clothing and accessories, namely, coats, jackets and hats.

35 Int.

Retail store services and on-line retail services featuring leather goods, sporting accessories, clothing and furniture

MULHOLLAND	7154-0024		Registered	1,279,523	TMA705639
	Canada	ORD	20 Int.	14-Nov-2005	24-Jan-2008

Images/Links:

Goods: 20 Int.

WARES: (1) Bedroom furniture, living room furniture and family room furniture.

MULHOLLAND	7154-0018		Registered	4234145	4234145
	China (People's Republic)	ORD	18 Int.	23-Aug-2004	28-Apr-2008

Images/Links:

Goods: 18 Int.

Bags; leather luggage; leather trimmed luggage; briefcases; travel bags; tote bags; toiletry bags sold empty; carry on bags; duffel bags; overnight bags.

MULHOLLAND	7154-0019		Registered	4234144	4234144
	China (People's Republic)	ORD	20 Int.	23-Aug-2004	14-Jul-2007

Images/Links:

Goods: 20 Int.

Furniture; mirrors (looking glass); picture frames; jewelry cases not of precious metal; pillows.

MULHOLLAND	7154-0022		Registered	4591741	4591741
	China (People's Republic)	ORD	25 Int.	08-Apr-2005	07-Aug-2009

Images/Links:

Goods: 25 Int.

Men's and women's clothing, including outerwear, tops and bottoms, footwear, headwear and accessories.

Trademark	Client-Matter Country	SubCase	Status	Application Number/Date	Registration Number/Date
MULHOLLAND	7154-0020 Hong Kong	ORD	REGISTERED 25 Tnt.	300383454 10-Mar-2005	300385454 10-Mar-2005

Images/Links:

Goods: 25 Tnt.

Men's and women's clothing, including outerwear, tops and bottoms, footwear, headwear and accessories.

MULHOLLAND	7154-0021 Singapore	ORD	Registered 25 Tnt.	T05/391911 24-Mar-2005	T05/391911 24-Mar-2005
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Images/Links:

Goods: 25 Tnt.

Men's and women's clothing, including outerwear, tops for wear, pants, shorts, skirts, wraps [clothing], belts [clothing]; gloves [clothing], socks; headwear, sweat bands for the head, footwear.

MULHOLLAND	7154-0012 United States of America	ORD	Registered 28 Tnt.	78/327,126 12-Nov-2003	3,031,423 20-Dec-2005
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Images/Links:

Goods: 28 Tnt.

Golf accessories, namely, leather golf bags, golf bag hoods, golf bag tags, divot repair tools, putter covers, club covers, golf cases and practice putter holds.

MULHOLLAND	7154-0013 United States of America	ORD	Registered 20 Tnt.	78/326,987 12-Nov-2003	3,161,511 24-Oct-2006
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Images/Links:

Goods: 20 Tnt.

Furniture

MULHOLLAND	7154-0014 United States of America	ORD	Registered 13 Tnt.	78/326,945 12-Nov-2003	3,010,563 01-Nov-2005
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Images/Links:

Goods: 13 Tnt.

Leather and leather-trimmed bags and accessories for hunting, namely, cases and hand guards for guns, bags for ammunition, shell carriers in the form of bags and pouches attachable to belts, and choke tube pouches.

MULHOLLAND	7154-0015 United States of America	ORD	Registered 35 Tnt.	78/326,850 12-Nov-2003	2,956,062 24-May-2005
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Images/Links:

Goods: 35 Tnt.

Retail store services and on-line retail services featuring leather goods, sporting accessories, clothing and furniture.

MULHOLLAND	7154-0016 United States of America	ORD	Registered 25 Tnt.	78/326,134 17-Nov-2003	2,875,108 17-Aug-2004
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Images/Links:

Goods: 25 Tnt.

Clothing and accessories, namely, coats, jackets and hats.

Trademark	Client-Matter	SubCase	Status	Application	Registration
Country	Case	Class	Number/Date	Number/Date	
MULHOLLAND	7154-0017	ORD	Registered	78/335,703	2,875,109
	United States of America		18 Int.	03-Dec-2003	17-Aug-2004

Images/Links:

Goods: 18 Int.

Leather luggage, leather-trimmed luggage, briefcases, garment bags for travel, carry-on bags, tote bags and all-purpose sports bags.

MULHOLLAND BROTHERS	7154-0002		REGISTERED	588,715	588,715
	European Community	ORD	18 Int., 20 Int., 25 Int., 28 Int.	31-Jul-1997	11-Aug-2000

Images/Links:

Goods: 18 Int.

Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery.

20 Int.

Furniture, mirrors, picture frames; goods (not included in other classes) of wood, cork, reeds, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum, celluloid and substitutes for all these materials, or of plastics.

25 Int.

Clothing, footwear, headgear.

28 Int.

Games, playthings; gymnastic and sporting articles, decorations for Christmas trees.

MULHOLLAND BROTHERS	7154-0005		REGISTERED	628,420	628,420
	European Community	ORD	12 Int., 13 Int.	12-Sep-1997	26-Feb-2001

Images/Links:

Goods: 12 Int.

Motor vehicles; upholstery for motor vehicles; parts and fittings.

13 Int.

Ammunition and projectiles; explosives; hand guards for firearms; bags, cases and pouches for carrying firearms; ammunition and projectiles, explosives; shoulder straps for firearms; cleaning brushes for firearms.

MULHOLLAND BROTHERS	7154-0004		Registered	H09-158554	4,218,398
	Japan	ORD	18 Int.	12-Sep-1997	04-Dec-1998

Images/Links:

Goods: 18 Int.

Leather, Boston bags, handbags, trunks, and other bags, pouches and the like, cleaning brushes for firearms.

MULHOLLAND BROTHERS	7154-0003		REGISTERED	2,145,113	2,145,113
	United Kingdom	ORD	12 Int., 13 Int.	11-Sep-1997	07-Jul-2000

Images/Links:

Goods: 12 Int.

Motor vehicles; upholstery for motor vehicles; parts and fittings.

13 Int.

Ammunition and projectiles; explosives; hand guards for firearms; bags, cases and pouches for carrying firearms; ammunition and projectiles, explosives; shoulder straps for firearms; cleaning brushes for firearms.

MULHOLLAND BROTHERS	7154-0006		Registered	75/369,376	2,242,226
	United States of America	ORD	25 Int.	07-Oct-1997	27-Apr-1999

Trademark	Client-Matter Country	SubCase Case Classes	Status	Application Number/Date	Registration Number/Date
<i>Images/Links:</i>					
Goods: 25 Int. Clothing and accessories, namely, coats, jackets and hats.					
MULHOLLAND BROTHERS	7154-0007 United States of America	ORD	Registered 20 Int.	75/369,375 07-Oct-1997	2,269,964 10-Aug-1999
<i>Images/Links:</i>					
Goods: 20 Int. Furniture.					
MULHOLLAND BROTHERS	7154-0008 United States of America	ORD	Registered 18 Int.	75/369,374 07-Oct-1997	2,265,833 27-Jul-1999
<i>Images/Links:</i>					
Goods: 18 Int. Bags, namely, leather luggage, leather trimmed luggage, travel bags, tote bags, toiletry bags sold empty, carry on bags, duffel bags, and overnight bags.					
MULHOLLAND BROTHERS	7154-0009 United States of America	ORD	Registered 13 Int.	75/369,373 07-Oct-1997	2,242,225 27-Apr-1999
<i>Images/Links:</i>					
Goods: 13 Int. Leather and leather-trimmed bags and accessories for hunting, namely, cases and hand guards for guns, bags for ammunition, shell carriers in the form of bags and pouches attachable to belts and choke tube pouches.					
MULHOLLAND BROTHERS	7154-0011 United States of America	ORD	Registered 20 Int.	78/311,561 09-Oct-2003	2,875,075 17-Aug-2004
<i>Images/Links:</i>					
Goods: 20 Int. Furniture.					
MULHOLLAND DRTVE	7154-0027 United States of America	ORD	Registered 18 Int.	77/516,099 07-Jul-2008	4,128,994 17-Apr-2012
<i>Images/Links:</i>					
Goods: 18 Int. Leather luggage, leather-trimmed luggage, briefcases, garment bags for travel, carry-on bags, tote bags and all-purpose sports bags					
MULHOLLAND DRTVE	7154-0030 United States of America	PRT	Registered 13 Int.	77/516,090 07-Jul-2008	4,132,162 24-Apr-2012
<i>Images/Links:</i>					
Goods: 13 Int. Leather and leather-trimmed bags and accessories for hunting, namely cases and hand guards for guns, bags for ammunition, shell carriers in the form of bags and pouches attachable to belts, and choke tube pouches.					

Sort Order: by Trademark

Report Format: Concise

Print Goods?: Yes

Print Remarks?: No

Print Images/Links?: Yes

Print Designated Countries?: No

Filing Date:

From:

To:

Client-Matter:

Trademark:

Client: Mulholland Brothers

Agent:

Attorney:

Owner:

Country:

Area:

Keyword:

Status Code: ctive

A

Status(es):

Case Type(s):