

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABG-SLG, LLC		05/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as collateral agent		
Street Address:	1 Independence Center 101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	4039875		
Registration Number:	3845710	HAUTE FOOTURE	
Registration Number:	3913990	HIGH HEEL POWER	
Registration Number:	3925141	HIGH HEEL POWER	
Registration Number:	3952645	HIGH HEEL POWER	
Registration Number:	3004494		
Registration Number:	3456615	T	
Registration Number:	3890072	T	
Registration Number:	2366553	TARYN ROSE	
Registration Number:	3359233	TARYN ROSE	
Registration Number:	2917949	JUDITH LEIBER	
Registration Number:	3875919	JUDITH LEIBER	
Registration Number:	1569590	JUDITH LEIBER	
Registration Number:	1744543	JUDITH LEIBER	
Registration Number:	1755479	JUDITH LEIBER	
Registration Number:	3698122	JUDITH LEIBER	
Registration Number:	1329587	JUDITH LEIBER	
Registration Number:	2183062	JUDITH LEIBER	
Registration Number:	2172030	JUDITH LEIBER	
TRADEMARK			

OP \$1240.00 4039875

Property Type	Number	Word Mark
Registration Number:	3729568	JUDITH LEIBER NEW YORK
Registration Number:	3935655	JUDITH LEIBER NIGHT
Registration Number:	3635984	LEIBER
Registration Number:	3729567	LEIBER NEW YORK
Registration Number:	4218251	OVERTURE JUDITH LEIBER
Registration Number:	1912150	ADRIENNE VITTADINI
Registration Number:	2668624	ADRIENNE VITTADINI
Registration Number:	2863739	ADRIENNE VITTADINI
Registration Number:	2676413	ADRIENNE VITTADINI
Registration Number:	2848383	ADRIENNE VITTADINI
Registration Number:	1736628	ADRIENNE VITTADINI
Registration Number:	1867672	ADRIENNE VITTADINI
Registration Number:	1731179	ADRIENNE VITTADINI
Registration Number:	1241274	ADRIENNE VITTADINI
Registration Number:	1601002	ADRIENNE VITTADINI
Registration Number:	1868907	ADRIENNE VITTADINI
Registration Number:	3220506	ADRIENNE VITTADINI CAPRI
Registration Number:	4013312	ADRIENNE VITTADINI STUDIO
Registration Number:	4046190	ADRIENNE VITTADINI STUDIO
Registration Number:	1988490	AV
Registration Number:	3561439	AV
Registration Number:	3337610	AV
Registration Number:	3725903	AV
Registration Number:	3981718	AV
Registration Number:	3342382	AV
Registration Number:	4231534	AV ADRIENNE VITTADINI
Registration Number:	4231533	AV
Registration Number:	3720165	VITTADINI
Registration Number:	3584875	VITTADINI
Serial Number:	86200839	JUDITH LEIBER

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

TRADEMARK

REEL: 005293 FRAME: 0866

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly Thomson Reuters/
DATE SIGNED:	06/02/2014
Total Attachments: 7 source=Second Lien Trademark Security Agreement (SLG) (Executed)#page1.tif source=Second Lien Trademark Security Agreement (SLG) (Executed)#page2.tif source=Second Lien Trademark Security Agreement (SLG) (Executed)#page3.tif source=Second Lien Trademark Security Agreement (SLG) (Executed)#page4.tif source=Second Lien Trademark Security Agreement (SLG) (Executed)#page5.tif source=Second Lien Trademark Security Agreement (SLG) (Executed)#page6.tif source=Second Lien Trademark Security Agreement (SLG) (Executed)#page7.tif	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ABG-SLG, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 27, 2014

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 1 Independence Center, 101 N. Tryon St.

City: Charlotte

State: NC

Country: USA Zip: 28255

- ☐ Individual(s) Citizenship _____
☒ Association Citizenship USA
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

49

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

May 27, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 27, 2014, is made by ABG-SLG, LLC (the “**Grantor**”) in favor of Bank of America, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of May 27, 2014, among the Grantor, the other grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

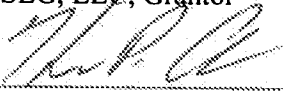
SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. 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 control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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ABG-SLG, LLC, Grantor

By: 

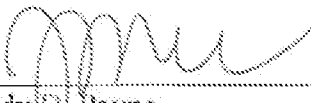
Name: Kevin Clarke

Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005293 FRAME: 0871

BANK OF AMERICA, N.A., as Collateral
Agent

By: 
Name: Judy D. Payne
Title: Vice President

SCHEDULE A

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
(Device Only)	85233360	3-Feb-11	4039875	11-Oct-11
HAUTE FOOTURE	77485261	28-May-08	3845710	7-Sep-10
HIGH HEEL POWER	85065732	17-Jun-10	3913990	1-Feb-11
HIGH HEEL POWER	85065720	17-Jun-10	3925141	1-Mar-11
HIGH HEEL POWER	85065738	17-Jun-10	3952645	26-Apr-11
(Device Only)	78481281	9-Sep-04	3004494	4-Oct-05
T	77174484	7-May-07	3456615	1-Jul-08
T	85025367	28-Apr-10	3890072	14-Dec-10
TARYN ROSE	75831310	25-Oct-99	2366553	11-Jul-00
TARYN ROSE	77155704	12-Apr-07	3359233	25-Dec-07
JUDITH LEIBER	78149253	31-Jul-02	2917949	11-Jan-05
JUDITH LEIBER	77906975	7-Jan-10	3875919	16-Nov-10
JUDITH LEIBER	73797056	1-May-89	1569590	5-Dec-89
JUDITH LEIBER	74188633	26-Jul-91	1744543	5-Jan-93
JUDITH LEIBER	74294948	17-Jul-92	1755479	2-Mar-93
JUDITH LEIBER	77668947	12-Feb-09	3698122	20-Oct-09
JUDITH LEIBER	73470279	15-Mar-84	1329587	9-Apr-85
JUDITH LEIBER	75977344	9-May-96	2183062	18-Aug-98
JUDITH LEIBER	75977309	9-May-96	2172030	7-Jul-98
JUDITH LEIBER	86200839	21-Feb-14	--	--
JUDITH LEIBER NEW YORK	77570069	15-Sep-08	3729568	22-Dec-09
JUDITH LEIBER NIGHT	77943495	24-Feb-10	3935655	22-Mar-11
LEIBER	77256216	15-Aug-07	3635984	9-Jun-09
LEIBER NEW YORK	77570046	15-Sep-08	3729567	22-Dec-09
OVERTURE JUDITH LEIBER	77982994	21-Jan-10	4218251	2-Oct-12
ADRIENNE VITTADINI	74507701	31-Mar-94	1912150	15-Aug-95
ADRIENNE VITTADINI	76331742	26-Oct-01	2668624	31-Dec-02
ADRIENNE VITTADINI	78206488	23-Jan-03	2863739	13-Jul-04
ADRIENNE VITTADINI	76181866	15-Dec-00	2676413	21-Jan-03
ADRIENNE VITTADINI	76392509	2-Apr-02	2848383	1-Jun-04
ADRIENNE VITTADINI	74233240	23-Dec-91	1736628	1-Dec-92
ADRIENNE VITTADINI	74371423	24-Mar-93	1867672	13-Dec-94
ADRIENNE VITTADINI	74233241	23-Dec-91	1731179	10-Nov-92
ADRIENNE VITTADINI	73370887	21-Jun-82	1241274	7-Jun-83
ADRIENNE VITTADINI	73828912	2-Oct-89	1601002	12-Jun-90
ADRIENNE VITTADINI	74371422	24-Mar-93	1868907	20-Dec-94
ADRIENNE VITTADINI CAPRI	78369915	18-Feb-04	3220506	20-Mar-07
ADRIENNE VITTADINI STUDIO	77982192	27-Oct-08	4013312	16-Aug-11
ADRIENNE VITTADINI STUDIO	77982584	27-Oct-08	4046190	25-Oct-11
AV	74706971	27-Jul-95	1988490	23-Jul-96
AV	76383377	18-Mar-02	3561439	13-Jan-09
AV	76441992	15-Aug-02	3337610	20-Nov-07
AV	76979019	18-Mar-02	3725903	15-Dec-09
AV	76382961	18-Mar-02	3981718	21-Jun-11
AV	76454421	23-Sep-02	3342382	27-Nov-07
AV ADRIENNE VITTADINI	85538591	9-Feb-12	4231534	23-Oct-12
AV	85538581	9-Feb-12	4231533	23-Oct-12

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
VITTADINI	78810407	8-Feb-06	3720165	1-Dec-09
VITTADINI	78980846	8-Feb-06	3584875	3-Mar-09

NY\5862667.7 Eclipse - First Lien Security Agreement (WC comments 7.7.13

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NY\6269255.10 ABG - 1st Lien Security Agreement (LW draft 5.21.14)

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