# CH \$440.00 42468

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM306482

SUBMISSION TYPE:	NEW ASSIGNMENT	
IATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST		
SEQUENCE:	1	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK HAPOALIM B.M.		06/03/2014	Banking Corporation: ISRAEL

## **RECEIVING PARTY DATA**

Name:	MORI LEE LLC	
Street Address:	6101 Park of Commerce Blvd.	
City:	Boca Raton	
State/Country:	FLORIDA	
Postal Code:	33487	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

## **PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark	
Registration Number:	4246806	VENI INFANTINO	
Registration Number:	4160191	RONALD JOYCE	
Registration Number:	4160190	VICTORIA JANE	
Registration Number:	4136491	VM VM A DIVISION OF MORI LEE LLC	
Registration Number:	4132777	PRINCESITA DE VIZCAYA	
Registration Number:	4110893	PAPARAZZI BY MADELINE GARDNER	
Registration Number:	4104032	FLAUNT BY MADELINE GARDNER	
Registration Number:	3942663	JULIETTA	
Registration Number:	3888607	VOYÁGE	
Registration Number:	3882191	PAPARAZZI	
Registration Number:	3844447	ANGELINA FACCENDA	
Registration Number:	3827188	MADELINE GARDNER NEW YORK	
Registration Number:	3824031	MORI LEE BY MADELINE GARDNER	
Registration Number:	3824025	BLU	
Registration Number:	3770814	STICKS AND STONES	
Registration Number:	3770810	VIZCAYA	
Registration Number:	1869685	MORI LEE	

#### **CORRESPONDENCE DATA**

TRADEMARK

900291075 REEL: 005295 FRAME: 0122

**Fax Number:** 6123408827

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:** 612-492-6842

**Email:** cadwell.jeffrey@dorsey.com

Correspondent Name: Jeffrey R. Cadwell

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	06/03/2014

#### **Total Attachments: 5**

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#### TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "<u>Termination</u>") is granted as of June 3, 2014 by **BANK HAPOALIM B.M.** ("<u>Bank</u>"), in favor of **MORI LEE LLC**, a Delaware limited liability company (the "<u>Borrower</u>").

#### **RECITALS**

WHEREAS, the Bank and Borrower are parties to that certain Security Agreement, dated as of October 10, 2012 (as has been amended, restated or otherwise modified, the "Security Agreement,");

WHEREAS, under the terms of the Security Agreement, the Borrower executed and delivered a Trademark Security Agreement (the "<u>Trademark Agreement</u>"), dated as of October 10, 2012, granting the Bank a security interest in and lien on certain Trademark Collateral (as defined below);

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("<u>PTO</u>") on October 25, 2012, at Reel 004893, Frame 0411, against certain trademarks identified on <u>Schedule A</u> hereto;

WHEREAS, the Borrower has satisfied all of the obligations under the Security Agreement and has requested that the Bank terminate and release its security interest in and liens on the Trademark Collateral as herein provided.

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

#### (1) Definitions.

- (a) All capitalized terms used herein shall have the meaning ascribed to them in the Credit Agreement, unless otherwise defined in this Termination.
  - (b) The term "Trademark Collateral", as used herein, shall mean
- (i) the trademark registrations and applications set forth on the schedule to the Trademark Agreement and <u>Schedule A</u> hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, 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;

- (ii) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (iii) 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
- (iv) 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) <u>Release of Security Interest in Collateral</u>. The Bank hereby terminates, releases and discharges its security interest in the Trademark Collateral (including without limitation those trademarks listed on <u>Schedule A</u> hereto).
- (3) <u>Reassignment</u>. The Bank hereby reassigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by the Bank, all of the Bank's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

BANK HAPOALIM B.M.,

as Bank

Name: Ladren Calant

Title: VP

By:\_

Name: Scott Movello

Title: SVP

REEL: 005295 FRAME: 0126

MORI LEE LLC,

as Borrower

Name: Thomas D'Ovidio

Title: Chairman, Assistant Secretary

# Schedule A

# TRADEMARKS

Mark	Reg. No.	Reg. Date
VENI INFANTINO	4246806	November 20, 2012
RONALD JOYCE	4160191	June 19, 2012
VICTORIA JANE	4160190	June 19, 2012
VM VM A DIVISION OF MORI LEE LLC & Design	4136491	May 1, 2012
PRINCESITA DE VIZCAYA	4132777	April 24, 2012
PAPARAZZI BY MADELINE GARDNER	4110893	March 13, 2012
FLAUNT BY MADELINE GARDNER	4104032	February 28, 2012
JULIETTA	3942663	April 12, 2011
VOYÁGE	3888607	December 14, 2010
PAPARAZZI	3882191	November 30, 2010
ANGELINA FACCENDA	3844447	September 7, 2010
MADELINE GARDNER NEW YORK	3827188	August 3, 2010
MORI LEE BY MADELINE GARDNER	3824031	July 27, 2010
BLU	3824025	July 27, 2010
STICKS AND STONES	3770814	April 6, 2010
VIZCAYA	3770810	April 6, 2010
MORI LEE	1869685	December 27, 1994

RECORDED: 06/03/2014