

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306485

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORI LEE LLC		06/03/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

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	MADLINE 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

CH \$440.00 4246806

CORRESPONDENCE DATA**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:** ip.docket@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
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SIGNATURE:	/Jeffrey R. Cadwell/
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DATE SIGNED:	06/03/2014
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Total Attachments: 4

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Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of June 3, 2014 by and from MORI LEE LLC, a Delaware limited liability company (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Security Agreement referenced below).

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

3) Governing Law and Construction.

THE VALIDITY, CONSTRUCTION, AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS OF THE UNITED STATES APPLICABLE TO NATIONAL BANKS.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

MORI LEE LLC

By:  _____

Name: Thomas D'Ovidio

Title: Chairman, Assistant Secretary


Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005295 FRAME: 0133

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

UNITED STATES REGISTRATIONS

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