

09/24/2014
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Form PTO-1594 (Rev. 07/05)
OMB Collection 0661-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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): SCOOP MANAGEMENT LLC 275 SEVENTH AVENUE, 28TH FLOOR NEW YORK, NY 10001		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: ONEWEST BANK, N.A. Internal Address: Street Address: 888 EAST WALNUT STREET City: PASADENA State: CA Country: USA Zip: 91101	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: <input checked="" type="checkbox"/> Other LIMITED LIABILITY COMPANY		<input type="checkbox"/> Association <input checked="" type="checkbox"/> Yes <input type="checkbox"/> General Partnership <input type="checkbox"/> No Citizenship NATIONAL BANKING ASSOCIATION EPSA	
Citizenship (see guidelines) DELAWARE Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Limited Partnership <input type="checkbox"/> Citizenship <input type="checkbox"/> Corporation <input type="checkbox"/> Citizenship <input type="checkbox"/> Other <input type="checkbox"/> Citizenship	
3. Nature of conveyance (Execution Date(s)): Execution Date(s) JUNE 18, 2014 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other			
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) PLEASE SEE ATTACHED SCHEDULE 1 TO IP SECURITY AGREEMENT B. Trademark Registration No.(s) PLEASE SEE ATTACHED SCHEDULE 1 Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): PLEASE SEE ATTACHED SCHEDULE 1			

5. Name & address of party to whom correspondence concerning document should be mailed: Name: JOSEPH D BORGMAN Internal Address: CT LIEN SOLUTIONS A WOLTERS KLUWER BUSINESS Street Address: 187 WOLF ROAD SUITE 101 City: ALBANY State: NY Zip: 12205 Phone Number: (800) 342-3676 X 4064 Fax Number: (908) 962-7049 Email Address: joseph.borgman@wolterskluwer.com		6. Total number of applications and registrations involved: 27	
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 690- <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed		8. Payment Information: a. Credit Card Last 4 Numbers 0974 Expiration Date 2/17 b. Deposit Account Number Authorized User Name	

9. Signature: Mark Nguyen, EVP Signature: _____ Date: 6/19/14 Name of Person Signing		Total number of pages including cover sheet, attachments, and document: 10	
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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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SCHEDULE I TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **Copyrights**

None.

2. **Patents**

None.

3. **Trademarks**

Grantor	Trademarks	Filing Date	Status	Serial No.
Domestic				
Scoop Management LLC	Scoop Shore Club	10/8/1999	Registered	75/816,899
Scoop Management LLC	Scoop It Up	4/26/2000	Registered	76/033,979
Scoop Management LLC	Scoop It Up	4/26/2000	Registered	76/033,980
Scoop Management LLC	Scoop Beach	10/8/1999	Registered	75/816,896
Scoop Management LLC	Scoop Street	10/8/1999	Registered	75/816,895
Scoop Management LLC	Scoop NYC	10/8/1999	Registered	75/816,898
Scoop Management LLC	Scoop	3/24/1993	Registered	74/370,761
Scoop Management LLC	Scoop plus Design	4/8/2002	Registered	76/393630
Scoop Management	Scoop NYC plus	11/12/2002	Registered	76/469,687

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Grantor	Trademarks	Filing Date	Status	Serial No.
LLC	Logo			
Scoop Management LLC	Scoop plus Design	11/12/2002	Registered	76/469,686
Scoop Management LLC	The Ultimate Closet plus Design	12/30/2003	Registered	76/567,590
Scoop Management LLC	SCOOP VEGAS	12/31/2003	Registered	78/346,944
Scoop Management LLC	The Ultimate Closet	1/27/2004	Registered	76/572,546
Scoop Management LLC	Scoop Plus Design	1/20/2004	Registered	76/571,166
Scoop Management LLC	SCOOP KIDS plus logo	9/22/2004	Registered	76/613,281
Scoop Management LLC	SCOOP KIDS plus logo	1/23/2006	Registered	78/797,336
Scoop Management LLC	S.C.P.	6/7/2006	Registered	78/902,836
Scoop Management LLC	S.C.P. #96	7/31/2006	Registered	78/941,077
Scoop Management LLC	S.C.P.	9/29/2006	Registered	77/011,023
Scoop Management LLC	Scoop Beach plus Design	8/17/2007	Registered	77/258,340
Scoop Management LLC	Scoop NYC plus Design	12/27/2007	Registered	77/360,276
Scoop Management	What's The Scoop	1/2/2008	Registered	77/362,355

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Grantor	Trademarks	Filing Date	Status	Serial No.
LLC	plus Design			
Scoop Management LLC	S.C.P.	7/29/2011	Pending	85/384,577
Scoop Management LLC	SCOOP - Starting Young plus Design	9/27/2011	Pending	85/432,856
Scoop Management LLC	SCOOP plus Design	12/28/2011	Registered	85/505,103
Scoop Management LLC	SCOOP plus Oval Design	12/28/2011	Registered	85/505,074
Scoop Management LLC	SCOOP plus Oval Design	6/5/2012	Pending	85/643,317
Foreign		Filing Date/(Country)		
Scoop Management LLC	SCOOP NYC plus Logo	1/19/2005 (Australia)	Registered	1038214
Scoop Management LLC	SCOOP NYC plus Logo	9/16/2005 (Australia)	Registered	1076155
Scoop Management LLC	SCOOPS (purchased)	Purchased (Australia)	Registered	312993
Scoop Management LLC	SCOOP NYC and Design	2/16/2005 (Brazil)	Pending	827167857
Scoop Management LLC	Scoop plus Design	4/13/2004 (Canada)	Registered	1210492
Scoop Management LLC	Scoop plus Oval Design	8/11/2011 (Canada)	Pending	1539354
Scoop Management LLC	Scoop plus Design	4/6/2004 (China)	Registered	4009280
Scoop Management LLC	WHAT'S THE SCOOP	9/1/2005 (China)	Registered	4871325
Scoop Management	SCOOP STREET	9/1/2005	Registered	4871324

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Form PTO-1594 (Rev. 07/03)
OMB Collection 0661-0037 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**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):
 COOP MANAGEMENT LLC
 275 SEVENTH AVENUE, 28TH FLOOR
 NEW YORK, NY 10001

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LIMITED LIABILITY COMPANY
 Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: TINA DAO
 Internal Address: CINVEST BANK N.A.
 Street Address: 888 EAST WALNUT STREET
 City: PASADENA
 State: CA
 Country: USA Zip: 91101

Association Citizenship NATIONAL BANKING ASSOCIATION
 General 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)

3. Nature of conveyance / Execution Date(s):
 Execution Date(s) JUNE 18, 2014

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s) PLEASE SEE ATTACHED SCHEDULE 2 TO IP SECURITY AGREEMENT
 B. Trademark Registration No.(s) PLEASE SEE ATTACHED SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PLEASE SEE ATTACHED SCHEDULE 1

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: JOSEPH D. BERGMAN
 Internal Address: OT UEN SOLUTIONS
A WALTERS KLUWER BUSINESS
 Street Address: 157 WOLF ROAD
SUITE 101
 City: ALBANY
 State: NY Zip: 12205
 Phone Number: (800) 742-3676 X 4064
 Fax Number: (800) 962-7049
 Email Address: Joseph.Bergman@wolk.com

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$690--

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 0974
 Expiration Date 2/17

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Mark Nguyen Signature Date 6/19/14
Mark Nguyen, FRP Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 10

Documents to be recorded (including cover sheet) should be faxed to (877) 273-0140, or mailed to: MWI Drop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made as of June 18, 2014 (the "Effective Date") between each of the signatories hereto (collectively, the "Grantors") in favor of OneWest Bank N.A. (the "Secured Party") (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Grantors, the other grantors party thereto and the Secured Party; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Party agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and

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improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trade Secrets").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SCOOP MANAGEMENT LLC,

as a Grantor

By: 

Name: Robert P. Bermingham

Title: Vice President

SCOOP BEACH LLC

SCOOP BHS LLC

SCOOP BUCKHEAD LLC

SCOOP BOSTON LLC

SCOOP CHICAGO LLC

SCOOP CT LLC

SCOOP DALLAS, LLC

SCOOP EAST LLC

SCOOP LAS VEGAS LLC

SCOOP LI LLC

SCOOP SHORE CLUB LLC

SCOOP SOHO LLC

SCOOP STORES BEVERLY, LLC

SCOOP STORES CA, LLC

SCOOP UNION SQUARE SF LLC

SCOOP WEB LLC

SCOOP WFC LLC

SCOOP 14 LLC, each as a Grantor

By: **SCOOP MANAGEMENT LLC, as sole member**


By: 

Name: Robert P. Bermingham

Title: Vice President

430 W. 14 REALTY JV, LLC, as a Grantor

By: SCOOP MANAGEMENT LLC, as managing
member

By: 


Name: Robert P. Bermingham
Title: Vice President

IP Security Agreement

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ONEWEST BANK N.A., as Secured Party

By: 
Name: John Farrace
Title: Executive Vice President

IP Security Agreement

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