

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Z Gallerie, LLC		10/08/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1618180	Z GALLERIE	
Registration Number:	1779881	Z GALLERIE	
Registration Number:	1897134	Z Z GALLERIE	
Registration Number:	2747220	Z GALLERIE	
Registration Number:	2961180	Z	
Registration Number:	3024632	UNCOVER YOUR STYLE DISCOVER Z GALLERIE	
Registration Number:	3024634	UNCOVER YOUR STYLE DISCOVER Z GALLERIE	
Registration Number:	3900952	Z GHOULLERIE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>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.</i>			
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	c/o Proskauer Rose LLP		
Address Line 2:	One Internaitonal Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	43082/015		
NAME OF SUBMITTER:	Diane Cassinelli		

CH \$215.00 1618180

SIGNATURE:	/Diane Cassinelli/
DATE SIGNED:	10/08/2014
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 8, 2014, (this "Trademark Security Agreement") is made by and among each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of KeyBank National Association ("KeyBank"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 8, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, KeyBank, as Agent, and KKR Credit Advisors (US) LLC, as a joint lead arranger (in such capacity, "Arranger"), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 8, 2014, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, and other source or business identifiers, whether registered or unregistered, including all registrations and recordations thereof and all applications for registration thereof (whether statutory or common law), and all goodwill of the business connected with the use of and symbolized by any of the foregoing, including, without limitation, those required to be listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(d) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof 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 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, solely to the extent that, and solely during the period, in which, the grant of a security interest therein would void such intent-to-use application or impair the validity or enforceability of such application or any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder, provided, that, the terms of this Section 4 shall not apply to Excluded Property.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

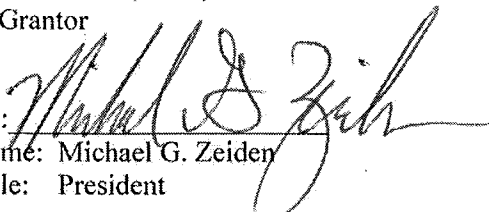
Section 6. Governing Law. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

Z GALLERIE, LLC,
as Grantor

By: 
Name: Michael G. Zeiden
Title: President

[Signature Page to Trademark Security Agreement]

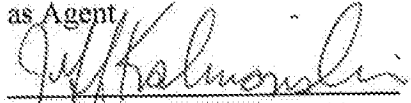
TRADEMARK
REEL: 005377 FRAME: 0626

ACCEPTED AND AGREED
as of the date first above written:

KEYBANK NATIONAL ASSOCIATION,

as Agent

By:



Name: Jeffrey A. Kalinowski

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005377 FRAME: 0627

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner¹	Jurisdiction	App. No/Reg. No. & Date
Z GALLERIE International Class 42	Z Gallerie	U.S.	74/021,628 Filed 1/23/1990 1,618,180 Registered 10/16/1990
Z GALLERIE	Z Gallerie	CA	054912
Z GALLERIE International Class 42	Z Gallerie	U.S.	74/215,139 Filed 10/22/1991 1,779,881 Registered 6/29/1993
Z GALLERIE International Class 42	Z Gallerie	U.S.	74/215,123 Filed 10/22/1991 1,897,134 Registered 5/30/1995
Z GALLERIE International Class 35	Z Gallerie	U.S.	78/138,774 Filed 6/25/2002 2,747,220 Registered 8/5/2003
Z International Class 35	Z Gallerie	U.S.	78/291,356 Filed 8/22/2003 2,961,180 Registered 6/7/2005
UNCOVER YOUR STYLE DISCOVER Z GALLERIE International Class 35	Z Gallerie	U.S.	78/390,309 Filed 3/24/2004 3,024,632 Registered 12/6/2005
UNCOVER YOUR STYLE DISCOVER Z GALLERIE International Class 36	Z Gallerie	U.S.	78/390,314 Filed 3/24/2004 3,024,634 Registered 12/6/2005
Z GHOULLERIE International Class 35	Z Gallerie	U.S.	77/289,860 Filed 9/26/2007 3,900,952 Registered 1/4/2011

2. TRADEMARK APPLICATIONS

None.

¹ Name change to Z Gallerie, LLC to be filed in connection with closing.