

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOUVEAU EYEWEAR, INC.		12/12/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MARQUETTE BUSINESS CREDIT SPE I, LLC		
Street Address:	5910 N. Central Expressway, Suite 1900		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3807397	ASTORIA	
Registration Number:	3804414	CAMILLE BIZIEN	
Registration Number:	4460042	CANTERA	
Registration Number:	4569015	CANTERA EYEWEAR	
Registration Number:	1685745	CARAVAGGIO	
Registration Number:	3337318	FADZ	
Registration Number:	3337321	FADZ	
Registration Number:	3544825	FLEUR DE LIS	
Registration Number:	1582396	FLEX PADS	
Registration Number:	3268876	FLEX-MAX	
Registration Number:	4568759	FORWARD	
Registration Number:	3941330	JACKSON PERRY	
Registration Number:	1450429	NOUVEAU	
Registration Number:	4262667	OFFSIDES	
Registration Number:	3697398	PANACHE	
Registration Number:	1847240	VIA MILANO	
Registration Number:	3228343	VISAGE	
CORRESPONDENCE DATA			
Fax Number:	2149326499		

OP \$440.00 3807397

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: 214-932-6400
Email: sshernandez@mcguirewoods.com
Correspondent Name: NAM H. HUYNH
Address Line 1: 2000 MCKINNEY AVENUE, SUITE 1400
Address Line 4: DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2050284-0064
NAME OF SUBMITTER:	Nam H. Huynh
SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	12/12/2014

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of December 12, 2014, by NOUVEAU EYEWEAR, INC., a Delaware corporation (the “Borrower”), in favor of MARQUETTE BUSINESS CREDIT SPE I, LLC, a Minnesota limited liability company (together with its successors and assigns, the “Lender”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement by and between Borrower and Lender, dated of even date herewith (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), Lender has agreed, subject to the terms and conditions set forth therein, to make certain loans to Borrower; and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that the Borrower shall have executed and delivered this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to continue to make the loans to Borrower pursuant to the Loan Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure all of the Borrower’s Obligations under the Loan Agreement, the Borrower hereby grants to Lender a continuing security interest in all of the right, title and interest of the Borrower in and to all Intellectual Property rights held by Borrower, including without limitation, the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property (the “IP Collateral”):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Borrower shall, upon request, execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, the Borrower shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and the Borrower shall give notice thereof in writing to Lender within thirty (30) days of the end of the applicable calendar quarter during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender’s interest therein.

5. Power of Attorney. The Borrower hereby irrevocably grants to Lender a power of attorney, to act as the Borrower’s attorney-in-fact, with full authority in the name, place and stead of the Borrower, from time to time in Lender’s discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Lender without first obtaining the Borrower’s approval thereof or signature thereto), but after providing notice to the Borrower, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Borrower after the execution hereof or to delete any

reference to any IP Collateral in which the Borrower no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender without first obtaining the Borrower's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or the Borrower's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such IP Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Borrower's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of the Borrower unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Borrower) upon satisfaction of the following conditions: (a) payment and performance in full of all the Borrower's Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Lender (at the Borrower's request and sole expense) will promptly execute and deliver to the Borrower (with such customary representations and warranties from a secured Lender releasing its lien as the Borrower may

reasonably request) such documents as the Borrower may reasonably request and as are provided to Lender to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of the Borrower and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the Loan Documents, the provisions of the Loan Agreement or the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.


(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

BORROWER:


NOUVEAU EYEWEAR, INC.

By: 
Name: Dominick Sblendocio
Title: President & CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LENDER:

MARQUETTE BUSINESS CREDIT SPE I, LLC

By: 
Name: Forrest J. McLaughlin
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

6111527

TRADEMARK
REEL: 005418 FRAME: 0419

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents

None.

Pending Patent Applications

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademark Applications

<u>Loan Party</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>Mark</u>
Nouveau Eyewear, Inc.	3,807,397	6/22/10	US	ASTORIA
Nouveau Eyewear, Inc.	3,804,414	6/15/10	US	CAMILLA BIZIEN
Nouveau Eyewear, Inc.	4,460,042	12/31/13	US	CANTERA
Nouveau Eyewear, Inc.	4,569,015	7/15/14	US	CANTERA EYEWEAR AND DESIGN
Nouveau Eyewear, Inc.	1,685,745	5/5/92	US	CARAVAGGIO
Nouveau Eyewear, Inc.	3,337,318	11/13/07	US	FADZ
Nouveau Eyewear, Inc.	3,337,321	11/13/07	US	FADZ AND DESIGN
Nouveau Eyewear, Inc.	3,544,825	12/9/08	US	FLEUR DE LIS
Nouveau Eyewear, Inc.	1,052,565	7/31/08	MX	FLEUR DE LIS
Nouveau Eyewear, Inc.	1,582,396	2/13/90	US	FLEX PADS
Nouveau Eyewear, Inc.	3,268,876	7/18/06	US	FLEX-MAX
Nouveau Eyewear, Inc.	4,568,759	7/15/14	US	FORWARD
Nouveau Eyewear, Inc.	3,941,330	4/5/11	US	JACKSON PERRY
Nouveau Eyewear, Inc.	1,450,429	8/4/87	US	NOUVEAU
Nouveau Eyewear, Inc.	4,262,667	12/18/12	US	OFFSIDES
Nouveau Eyewear, Inc.	3,697,398	10/20/09	US	PANACHE ¹

¹ Borrower has discontinued use of this trademark.

<u>Loan Party</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>	<u>Mark</u>
Nouveau Eyewear, Inc.	1,847,240	7/26/94	US	VIA MILANO
Nouveau Eyewear, Inc.	3,228,343	5/30/06	US	VISAGE
Nouveau Eyewear, Inc.	2,861,128	7/6/04	MX	WIDE ANGLE

Pending Trademark Applications

None.

Unregistered Trademarks

None.

SCHEDULE D
DOMAIN NAMES

www.nouveaueyewear.com