

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM331257

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LYDELL JEWELRY DESIGN STUDIO, LLC		09/13/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDLEY CAPITAL CORPORATION		
<b>Street Address:</b>	375 PARK AVENUE		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10152		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4037669	LYDELL NYC	
<b>Registration Number:</b>	3960588	SYDNEY SIMONE	
<b>Registration Number:</b>	3960590	ZOE + SYD	
<b>Registration Number:</b>	4050043	LYDELL	
<b>Serial Number:</b>	86044788	ELLI + COCO	
<b>Serial Number:</b>	86044779	MOKA + INDIE	
<b>Serial Number:</b>	86050590	IVY + COCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122810717		
<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>			
<b>Phone:</b>	412-454-5000		
<b>Email:</b>	burtnerj@pepperlaw.com		
<b>Correspondent Name:</b>	PEPPER HAMILTON LLP		
<b>Address Line 1:</b>	500 GRANT STREET		
<b>Address Line 2:</b>	SUITE 5000		
<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15219-2507		
<b>ATTORNEY DOCKET NUMBER:</b>	138543.11		
<b>NAME OF SUBMITTER:</b>	Joseph C. Guagliardo		

OP \$190.00 4037669

<b>SIGNATURE:</b>	/Joseph C. Guagliardo/
<b>DATE SIGNED:</b>	02/05/2015
<b>Total Attachments: 5</b> source=medleylydellipsecurityagmt#page1.tif source=medleylydellipsecurityagmt#page2.tif source=medleylydellipsecurityagmt#page3.tif source=medleylydellipsecurityagmt#page4.tif source=medleylydellipsecurityagmt#page5.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated September 13, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of MEDLEY CAPITAL CORPORATION, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LYDELL JEWELRY DESIGN STUDIO, LLC, a Delaware limited liability company, has entered into a Credit Agreement dated as of September 13, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with MEDLEY CAPITAL CORPORATION, as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated September 13, 2013 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

**SECTION 1 Grant of Security.** Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, including, without limitation, the specific trademarks, trademark applications, and copyrights listed on Schedule 1 (the “**Collateral**”):

- (i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto (the “**Patents**”);
- (ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (the “**Trademarks**”);
- (iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding anything to the contrary in this IP Security Agreement or any of the other Loan Documents, for the purposes hereof, the term “Collateral” shall not include any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

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

LYDELL JEWELRY DESIGN STUDIO, LLC

By   
Name: Michelle Serruya  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Laurens Goff  
Title: Vice President

Address for Notices:  
3 West 35th Street 10th Floor  
New York NY 10001  
Attention: Michelle Serruya & ~~Gregory Dany~~  
Telephone: 212.239.4546

*[Signature Page to IP Security Agreement]*

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

LYDELL JEWELRY DESIGN STUDIO, LLC

By \_\_\_\_\_  
Name: Michelle Serruya  
Title: Chief Executive Officer



By: \_\_\_\_\_  
Name: Laurens Goff  
Title: Vice President

Address for Notices:  
3 West 35th Street 10th Floor  
New York NY 10001  
Attention: Michelle Serruya-Barry & Gregory Barry  
Telephone: 212.239.4546

*[Signature Page to IP Security Agreement]*

## Schedule 1

### I. Trademarks

Trademark	Status	Registration No./Serial Number	Registration Date
LYDELL NYC	Registered	4037669	11-OCT-2011
SYDNEY SIMONE	Registered	3960588	17-MAY-2011
ZOE + SYD	Registered	3960590	17-MAY-2011
LYDELL	Registered	4050043	01-NOV-2011
ELLI + COCO	Pending Application	86044788	Filed 22-AUG-2013
MOKA + INDIE	Pending Application	86044779	Filed 22-AUG-2013
IVY + COCO	Pending Application	86050590	Filed 28-AUG-2013

### II. Copyrights

	Full Title	Registration Number	Registration Date
1.	Spring market 2007 Lydell NYC designs	VAu000741627	April 5, 2007