

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LYDELL JEWELRY DESIGN STUDIO, LLC		02/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDLEY CAPITAL CORPORATION, as collateral agent for the secured parties		
Street Address:	375 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4591637	IVY + COCO	
Registration Number:	4591621	ELLI + COCO	
Registration Number:	4591620	MOKA + INDIE	
Serial Number:	86342742	LOVE STRUCK	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	412-454-5000		
Email:	burtnerj@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	500 Grant Street		
Address Line 2:	Suite 5000		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219-2507		
ATTORNEY DOCKET NUMBER:	138543.11		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		
DATE SIGNED:	02/18/2015		

OP \$115.00 4591637

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated February 16, 2015, is made by the Person listed on the signature page hereof (the “*Grantor*”) 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, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated September 13, 2013 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated September 13, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the 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 listed on Schedule 1 (the “*Additional 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) all 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 foregoing 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 “Additional Collateral” shall not include any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the 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.

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


SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 5. **GOVERNING LAW.** **THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. Counterparts. This Security Agreement Supplement 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 to this Security Agreement Supplement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Security Agreement Supplement.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement 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: Laurens Goff
Title: Vice President

Address for Notices:

3 West 35th Street 10th Floor
New York, NY 10001
Attention: Michelle Serruya

Schedule 1

Trademark	Status	Registration No.	Registration Date
IVY + COCO 1	Registered	4591637	08/26/2014
ELLI + COCO 1	Registered	4591621	08/26/2014
MOKA + INDIE 1	Registered	4591620	08/26/2014
Love Struck	Pending	86342742	07/21/2014