

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM336596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Serena & Lily, Inc.		02/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 W. Washington St., 15th Floor		
Internal Address:	MAC: S4101-158		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85003		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	4330828	SERENA & LILY	
Registration Number:	4368082		
Registration Number:	4292087		
Registration Number:	4283083	S & L	
Registration Number:	4363514	SERENA & LILY	
Registration Number:	4382516	SERENA & LILY	
Registration Number:	4382515	SERENA & LILY	
Registration Number:	4382514	SERENA & LILY	
Registration Number:	4382476	SERENA & LILY	
Registration Number:	4382399	S & L	
Registration Number:	4382398	SERENA & LILY	
Registration Number:	4382337	SERENA & LILY	
Registration Number:	4382336	SERENA & LILY	
Registration Number:	4382335	SERENA & LILY	
Registration Number:	4382334	SERENA & LILY	
Registration Number:	4363522	SERENA & LILY	
Registration Number:	4382333	SERENA & LILY	
Registration Number:	4363521	SERENA & LILY	

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Property Type	Number	Word Mark
Registration Number:	4363520	SERENA & LILY
Registration Number:	4363513	SERENA & LILY
Registration Number:	3241729	SERENA & LILY
Registration Number:	3498142	

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 202-739-3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438-0546
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/jce/
DATE SIGNED:	03/30/2015

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of February 5, 2015, is made by and between Serena & Lily, Inc., a Delaware corporation (the "Company"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association (together with its successors and assigns, "Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Company, certain Affiliates of the Company, and Wells Fargo are parties to a Credit and Security Agreement dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company and Company's Affiliates.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. Terms defined in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, in each case to the extent constituting Collateral, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, in each case to the extent constituting Collateral, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B. For purposes of this Agreement, the following shall not be included as "Trademarks": any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademarks.

2. **Security Interest.** Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the “Security Interest”), with power of sale to the extent permitted by this Agreement, the Credit Agreement, or law, in the Patents and in the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. **Representations, Warranties and Agreements.** Company represents, warrants, and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all United States registered Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the United States registration of Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any United States registered Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the registration of such Patents, then Company shall within 30 days after the end of each fiscal quarter of Company provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all United States registered Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of United States registered Trademarks and all applications and registrations pertaining to United States registration of Trademarks as of the date hereof. If after the date hereof, Company owns or controls any registered Trademarks not listed on Exhibit B (other than common law marks which are not material to Company’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the registration of Trademarks, then Company shall within 30 days after the end of each fiscal quarter of Company provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Power of Attorney.** To facilitate Wells Fargo's exercising its rights under this Agreement, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, upon the occurrence and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of any credit facilities extended to the Company by Wells Fargo, this Agreement, and the rights granted hereunder to Wells Fargo, shall be terminated upon demand by a written termination statement to the effect that Wells Fargo no longer claims a security interest under this Agreement.

5. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default is outstanding.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Wells Fargo may, at its option, take any or all of the following actions in accordance with the terms of the Credit Agreement:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement or under the UCC or other applicable law.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the

specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; ARBITRATION.
The terms of Section 13 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

[signature on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Serena & Lily, Inc.
10 Liberty Ship Way, Suite 350
Sausalito, CA 94965
Attn: Chief Financial Officer

SERENA & LILY, INC.

By: [Signature]
Print Name: Lily Kanter
Title: CEO

Wells Fargo Bank, National Association
100 W. Washington St., 15th Floor
MAC: S4101-158
Phoenix, AZ 85003
Attn: Relationship Manager — Serena & Lily

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Print Name: _____
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Serena & Lily, Inc.
10 Liberty Ship Way, Suite 350
Sausalito, CA 94965
Attn: Chief Financial Officer

SERENA & LILY, INC.

By: _____
Print Name: _____
Title: _____

Wells Fargo Bank, National Association
100 W. Washington St., 15th Floor
MAC: S4101-158
Phoenix, AZ 85003
Attn: Relationship Manager – Serena & Lily

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: Chris Heckman
Print Name: Chris Heckman
Title: Authorized Signatory

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WFB/Serena & Lily, Inc.
Patent and Trademark Security Agreement

TRADEMARK
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EXHIBIT A
to the Patent and Trademark Security Agreement





UNITED STATES ISSUED PATENTS

[None]

UNITED STATES PATENT APPLICATIONS

[None]

EXHIBIT B
to the Patent and Trademark Security Agreement
UNITED STATES ISSUED TRADEMARKS AND SERVICE MARKS

<u>DESCRIPTION</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
SERENA & LILY	4330828	05/07/2013
	4368082	07/16/2013
	4292087	02/19/2013
	4283083	01/29/2013
SERENA & LILY	4363514	07/09/2013
SERENA & LILY	4382516	08/13/2013
SERENA & LILY	4382515	08/13/2013
SERENA & LILY	4382514	08/13/2013
SERENA & LILY	4382476	08/13/2013
	4382399	08/13/2013

<u>DESCRIPTION</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
SERENA & LILY	4382398	08/13/2013
SERENA & LILY	4382337	08/13/2013
SERENA & LILY	4382336	08/13/2013
SERENA & LILY	4382335	08/13/2013
SERENA & LILY	4382334	08/13/2013
SERENA & LILY	4363522	07/09/2013
SERENA & LILY	4382333	08/13/2013
SERENA & LILY	4363521	07/09/2013
SERENA & LILY	4363520	07/09/2013
SERENA & LILY	4363513	07/09/2013
SERENA & LILY	3241729	05/15/2007
SERENA & LILY	3498142	09/09/2008
		

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RECORDED: 03/30/2015

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