

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reed Krakoff LLC		03/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Leland Investments, Inc.		
Street Address:	624 Chain Bridge Road		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22101		
Entity Type:	CORPORATION: DELAWARE		
Name:	Reed Krakoff Enterprises LLC		
Street Address:	40 West 25th Street		
Internal Address:	8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Feroz Dewan		
Street Address:	9 West 5th Street		
Internal Address:	35R		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Mitchell Rales		
Street Address:	2200 Pennsylvania Ave, N.W.		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20037		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	T. Rowe Price New Horizons Fund, Inc.		

OP \$640.00 77684025

Street Address:	100 East Pratt Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	CORPORATION: MARYLAND
Name:	T. Rowe Price U.S. Equities Trust
Street Address:	100 East Pratt Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	TRUST: MARYLAND
Composed Of:	<ul style="list-style-type: none"> • T. Rowe Price Associates, Inc., MARYLAND, CORPORATION
Name:	T. Rowe Price New Horizons Trust
Street Address:	100 East Pratt Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	TRUST: MARYLAND
Composed Of:	<ul style="list-style-type: none"> • T. Rowe Price Associates, Inc., MARYLAND, CORPORATION

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	77684025	REED KRAKOFF
Registration Number:	4039244	RK
Serial Number:	77978290	RK
Serial Number:	77978289	RK
Serial Number:	77679400	REED
Serial Number:	77978729	REED
Serial Number:	77843189	REED
Serial Number:	77679405	REED
Serial Number:	86565205	REED REED KRAKOFF
Serial Number:	86565247	REED REED KRAKOFF
Serial Number:	86565346	REED REED KRAKOFF
Serial Number:	86565395	REED REED KRAKOFF
Serial Number:	86565463	REED REED KRAKOFF
Registration Number:	4183680	510
Registration Number:	4192920	BOXER
Serial Number:	77843194	REED KRAKOFF
Registration Number:	3971649	REED KRAKOFF

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4096677	REED KRAKOFF
Registration Number:	4191083	REED KRAKOFF
Registration Number:	3932374	RIBBON
Registration Number:	0000000	ADMIRAL
Registration Number:	4547805	RK
Registration Number:	4258405	WEAPONS-GRADE JEWELRY
Registration Number:	4258046	RK
Registration Number:	3971045	RK

CORRESPONDENCE DATA

Fax Number: 212262512
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: (212) 841-0569
Email: achung@phillipsnizer.com
Correspondent Name: Alex Chung
Address Line 1: 555 5th Ave
Address Line 2: Phillips Nizer LLP
Address Line 4: New York, NEW YORK 10103

NAME OF SUBMITTER:	Alex Chung
SIGNATURE:	/Alex Chung/
DATE SIGNED:	03/26/2015

Total Attachments: 9
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Reed Krakoff International LLC, a New York limited liability company (“**RKI**”) and its subsidiary, Reed Krakoff LLC, a Delaware limited liability company (“**RK**” and together with **RKI**, the “Grantor”), own and use in RKI’s business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, RKI has issued a series of convertible promissory notes, dated as of December 26, 2014 (said promissory notes as they may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Notes**”) to the lenders listed on Schedule A hereto (“**Lenders**”); and

WHEREAS, pursuant to the terms of a Security Agreement, dated as of December 26, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among RKI and the Lenders, RKI has created in favor of the Lenders a security interest in, and Lenders have become secured creditors with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by RKI to the Lenders pursuant to the Security Agreement, Grantor hereby grants to the Lenders a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule B annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule B annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Lenders are the loss payees thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of

Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of this 6th day of March, 2015.

Reed Krakoff International LLC

By: 
Name: Reed Krakoff
Title: Authorized Person

Reed Krakoff LLC

By: 
Name: Reed Krakoff
Title: Authorized Person

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST



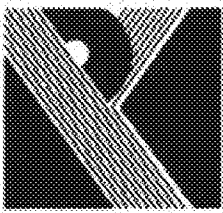
Lenders

Reed Krakoff Enterprises LLC
Leland Investments, Inc.
Mitchell P. Rales
Feroz Dewan
T. Rowe Price New Horizon Funds, Inc.
T. Rowe Price New Horizon Trust
T. Rowe Price U.S. Equities Trust

SCHEDULE B
TO
GRANT OF TRADEMARK SECURITY INTEREST







Trademarks

1. See attached.
2. The following:

Trademark	Jurisdiction	Serial No.	Registration No.	Owner	Status
REED KRAKOFF	U.S.	77684025	N/A	Reed Krakoff LLC	Abandoned
RK	U.S.	77981956	4039244	Reed Krakoff LLC	Registered
RK (Round Logo) 	U.S.	77678215	N/A	Reed Krakoff LLC	Abandoned
RK (Round Logo) 	U.S.	77978290	N/A	Reed Krakoff LLC	Abandoned
RK (Square Logo) 	U.S.	77978289	N/A	Reed Krakoff LLC	Abandoned
REED	U.S.	77679400	N/A	Reed Krakoff LLC	Abandoned
REED	U.S.	77978729	N/A	Reed Krakoff LLC	Abandoned
REED	U.S.	77843189	N/A	Reed Krakoff LLC	Abandoned
REED	U.S.	77679405	N/A	Reed Krakoff LLC	Abandoned

Trademark	Jurisdiction	Serial No.	Registration No.	Owner	Status
REED REED KRAKOFF	U.S.	86565205	N/A	Reed Krakoff LLC	Pending
REED REED KRAKOFF	U.S.	86565247	N/A	Reed Krakoff LLC	Pending
REED REED KRAKOFF	U.S.	86565346	N/A	Reed Krakoff LLC	Pending
REED REED KRAKOFF	U.S.	86565395	N/A	Reed Krakoff LLC	Pending
REED REED KRAKOFF	U.S.	86565463	N/A	Reed Krakoff LLC	Pending

Trademark Records By Country

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Canada							
Reed Krakoff LLC	REED KRAKOFF	Canada	1476887	844569	Feb 25 2013		Registered
Reed Krakoff LLC	FK	Canada	1476891	844508	Feb 25 2013		Registered
Reed Krakoff LLC	RK ROUND DESIGN	Canada	1476958	844504	Feb 25 2013		Registered
							
Reed Krakoff LLC	RK SQUARE DESIGN	Canada	1476885	844568	Feb 25 2013		Registered
							
China							
Reed Krakoff LLC	REED KRAKOFF	China	1014997	1014997	Jul 28 2009	3,9,14,16,18,20,21,24,25,35,43	Registered
Reed Krakoff LLC	FK	China	1012301	1012301	Jul 28 2009	3,9,14,16,18,20,21,24,25,35,43	Registered
							
Reed Krakoff LLC	FK	China	1012302	1012302	Jul 28 2009	3,9,14,16,18,20,21,24,25,35,43	Registered
							
CTM							
Reed Krakoff LLC	REED KRAKOFF	CTM	1014997	1014997	Jul 28 2009	3,9,14,16,18,20,21,24,25,35,43	Registered
Reed Krakoff LLC	FK	CTM	1012301	1012301	Jul 28 2009	3,9,14,16,18,20,21,24,25,35,43	Registered
							
Reed Krakoff LLC	FK	CTM	1012302	1012302	Jul 28 2009	3,9,14,16,18,20,21,24,25,35,43	Registered
							
Japan							
Reed Krakoff LLC	REED KRAKOFF	Japan	1014997	1014997	Jul 28 2009	3,9,14,16,18,20,21,24,25,35,43	Registered

FK

Reed Krakoff LLC



Japan

1012301

1012301

Jul 28 2009

3,9,14,16,18,20,21,24,25,35,43 Registered

FK

Reed Krakoff LLC



Japan

1012302

1012302

Jul 28 2009

3,9,14,16,18,20,21,24,25,35,43 Registered

Republic of Korea (South)

REED KRAKOFF

Reed Krakoff LLC

Republic of Korea
(South)

1014997

1014997

Jul 28 2009

3,9,14,16,18,20,21,24,25,35,43 Registered

FK

Reed Krakoff LLC

Republic of Korea
(South)

1012301

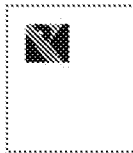
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Jul 28 2009

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FK

Reed Krakoff LLC

Republic of Korea
(South)

1012302

1012302

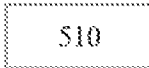
Jul 28 2009

3,9,14,16,18,20,21,24,25,35,43 Registered

United States of America

510

Reed Krakoff LLC

United States of
America

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4183680

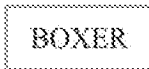
Jul 31 2012

18

Registered

BOXER

Reed Krakoff LLC

United States of
America

85337914

4192920

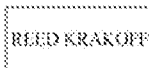
Aug 21 2012

18

Registered

REED KRAKOFF

Reed Krakoff LLC

United States of
America

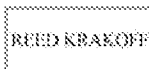
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Abandoned

REED KRAKOFF

Reed Krakoff LLC

United States of
America

77981771

3971649

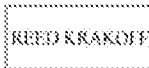
May 31 2011

3,9,14,18,25,35

Registered

REED KRAKOFF

Reed Krakoff LLC

United States of
America

77982793

4,096,677

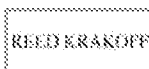
Feb 7 2012

25

Registered

REED KRAKOFF

Reed Krakoff LLC

United States of
America

77983057

4191083

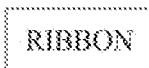
Aug 14 2012

9

Registered

RIBBON

Reed Krakoff LLC

United States of
America

77910608

3932374

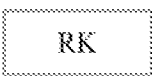
Mar 15 2011

18

Registered

FK

Reed Krakoff LLC United States of America 77948275 4547805 3,25 Registered



RK

Reed Krakoff LLC United States of America 77983309 4258045 Dec 11 2012 9,14,18 Registered



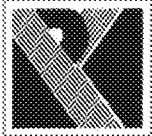
RK

Reed Krakoff LLC United States of America 77983310 4258046 Dec 11 2012 9,14,18,21,25,35 Registered



RK (Square Logo)

Reed Krakoff LLC United States of America 77678206 3971045 May 31 2011 3 Registered



WIPO

Reed Krakoff LLC REED KRAKOFF WIPO 1014997 1014997 Jul 28 2009 3,9,14,16,18,20,21,24,25,35,43 Registered

RK

Reed Krakoff LLC WIPO 1012301 1012301 Jul 28 2009 3,9,14,16,18,20,21,24,25,35,43 Registered



RK

Reed Krakoff LLC WIPO 1012302 1012302 Jul 28 2009 3,9,14,16,18,20,21,24,25,35,43 Registered



TM Administrator - END OF REPORT

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