

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351672

<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>
A&C Licensing, LLC		08/14/2015	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Niagara Commercial Finance, Inc.		
<b>Street Address:</b>	3 Allied Drive, Suite 210		
<b>City:</b>	Dedham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02026		
<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>	3198690	CHRISTIANE CELLE CALYPSO	
<b>Registration Number:</b>	3537113	CHRISTIANE CELLE CALYPSO	
<b>Registration Number:</b>	2755692	CHRISTIANE CELLE CALYPSO	
<b>Registration Number:</b>	2595253	CHRISTIANE CELLE	
<b>Registration Number:</b>	2705622	CALYPSO ST. BARTH	
<b>Registration Number:</b>	3923373	CALYPSO ST. BARTH	
<b>Serial Number:</b>	86116996	CALYPSO CARES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6177422355		
<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>	617-742-4200		
<b>Email:</b>	trademark@riw.com		
<b>Correspondent Name:</b>	Brian Garrity		
<b>Address Line 1:</b>	Ruberto, Israel & Weiner, P.C.		
<b>Address Line 2:</b>	255 State Street, 7th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	10693-9		
<b>NAME OF SUBMITTER:</b>	Michelle M. Quinn		

CH \$190.00 3198690

<b>SIGNATURE:</b>	/Michelle M. Quinn/
<b>DATE SIGNED:</b>	08/17/2015
<b>Total Attachments: 4</b> source=Executed Security Agreement (00435131xA4627)#page1.tif source=Executed Security Agreement (00435131xA4627)#page2.tif source=Executed Security Agreement (00435131xA4627)#page3.tif source=Executed Security Agreement (00435131xA4627)#page4.tif	

## TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of August 14, 2015, by and between A&C Licensing, LLC, a New York limited liability company having its principal place of business at 33-02 Skillman Avenue, Long Island City, New York 11101 (the "**Guarantor**"), and First Niagara Commercial Finance, Inc., a wholly owned subsidiary of First Niagara Bank, N.A., with a usual place of business at 3 Allied Drive, Suite 210, Dedham, Massachusetts 02026 (the "**Lender**").

NOW THEREFORE, in consideration of the premises, Guarantor hereby agrees with Lender as follows:

**1. Grant of Security Interest.** Guarantor hereby grants to Lender a first priority security interest in, and conditionally assigns, but does not transfer title to Lender, all of Guarantor's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all obligations of Guarantor to Lender whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, those liabilities of Guarantor to Lender pursuant to a Guaranty by Guarantor to Lender dated August 14, 2015 (the "**Guaranty**") guarantying any and all obligations of Calypso St. Barth, Inc., a New York corporation (the "**Borrower**"), owing the Lender, including, without limitation, those obligations arising pursuant to a Credit and Security Agreement dated August 14, 2015 between Lender and Borrower (the "**Loan Agreement**") (collectively, the "**Obligations**").

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Guarantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Guarantor's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Guarantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Guarantor or in the name of Lender for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles and goodwill relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

**2. Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Guarantor and Lender have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

A&C LICENSING, LLC

By:  \_\_\_\_\_

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*Signature Page to Trademark Security Agreement*

**SCHEDULE A  
TO A TRADEMARK SECURITY AGREEMENT  
BETWEEN  
A&C LICENSING, LLC (GUARANTOR)  
AND  
FIRST NIAGARA COMMERCIAL FINANCE, INC. (LENDER)  
DATED: AUGUST 14, 2015**

**REGISTERED TRADEMARKS (USA)**

<b>Owner</b>	<b>Trademark</b>	<b>Status</b>	<b>Registration Number</b>	<b>Registration Date</b>
A&C Licensing LLC	Christiane Celle Calypso	Registered	3198690	January 16, 2007
A&C Licensing LLC	Christiane Celle Calypso	Registered	3537113	November 25, 2008
A&C Licensing LLC	Christiane Celle Calypso	Registered	2755692	August 26, 2003
A&C Licensing LLC	Christiane Celle	Registered	2595253	July 16, 2002
A&C Licensing LLC	Calypso St. Barth	Registered	2705622	April 15, 2003
A&C Licensing LLC	Calypso St. Barth	Registered	3923373	February 22, 2011
A&C Licensing LLC	Calypso Cares	Pending		