

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPELL C, LLC		10/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	300 S. Grand Ave.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071-3109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4168486	1973 C	
Registration Number:	0373836	CHEROKEE	
Registration Number:	1513489	CHEROKEE	
Registration Number:	1644461	CHEROKEE	
Registration Number:	1595384	CHEROKEE	
Registration Number:	1639754	CHEROKEE	
Registration Number:	1588752	CHEROKEE	
Registration Number:	1582609	CHEROKEE	
Registration Number:	1270846	CHEROKEE	
Registration Number:	2935238	CHEROKEE BABY	
Registration Number:	2846293	CHEROKEE BABY	
Registration Number:	3386092	CHEROKEE PERFECT	
Registration Number:	3386015	CHEROKEE ULTIMATE	
Registration Number:	4123011	C	
Registration Number:	4123065	CC	
Registration Number:	4415855		
CORRESPONDENCE DATA			
Fax Number:	3127068224		

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TRADEMARK

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: 312-701-8093
Email: IPdocket@mayerbrown.com
Correspondent Name: Stacey C. Kalamaras, Esq.
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	12407966
NAME OF SUBMITTER:	Stacey C. Kalamaras, Esq.
SIGNATURE:	/sck/
DATE SIGNED:	10/16/2015

Total Attachments: 3

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2015, is executed by SPELL C. LLC in favor of JPMorgan Chase Bank, N.A. ("Bank").

This Agreement is being entered into in connection with the Continuing Security Agreement dated as of even date herewith (the "Security Agreement") between the Guarantor and the Bank, and the related Continuing Guaranty dated as of even date herewith between the Guarantor and the Bank.

The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Liabilities, the Guarantor, pursuant to the Security Agreement, did and hereby does grant to the Bank, its successors and assigns, for the benefit of the Bank, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Guarantor or in which the Guarantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Bank herein are granted in furtherance, and not in limitation, of the security interests granted to the Bank pursuant to the Security Agreement. The Guarantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

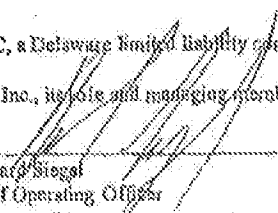
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

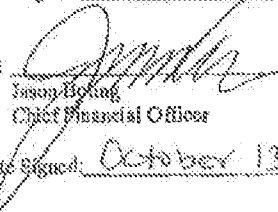
Guarantor:

SPELL C. LLC, a Delaware limited liability company

By: Cherokee Inc., its sole and managing member

By: 
Howard Siegel
Chief Operating Officer

Date Signed: October 13, 2015

By: 
Jason Hoang
Chief Financial Officer

Date Signed: October 13, 2015

Schedule I

A. Trademarks

Mark	Registration No.	Registration Date
1973 C & Shield Design	4168486	July 3, 2012
CHEROKEE	373836	December 26, 1939
CHEROKEE	1513489	November 22, 1988
CHEROKEE	1644461	May 14, 1991
CHEROKEE	1595384	May 8, 1990
CHEROKEE	1639754	April 2, 1991
CHEROKEE	1588752	March 27, 1990
CHEROKEE	1582609	February 13, 1990
CHEROKEE	1270846	March 20, 1984
CHEROKEE BABY	2935238	March 22, 2005
CHEROKEE BABY	2846293	May 25, 2004
CHEROKEE PERFECT	3386092	February 19, 2008
CHEROKEE ULTIMATE	3386015	February 19, 2008
Miscellaneous Design (C Nail Head Design)	4123011	April 3, 2012
Miscellaneous Design (C Nail Head Heart)	4123065	April 3, 2012
Miscellaneous Design (Sun/Wave)	4415855	October 8, 2013