

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365611

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bill Blass Group LLC		12/09/2015	LIMITED LIABILITY COMPANY:

## RECEIVING PARTY DATA

<b>Name:</b>	Wilshire Bank
<b>Street Address:</b>	308 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10001
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86666025	BB
Serial Number:	85536934	BILL BLASS
Serial Number:	85108924	BILL BLASS
Serial Number:	78981058	BB
Serial Number:	78981266	BB
Serial Number:	78627772	BB
Serial Number:	77847374	BILL BLASS ESSENTIALS
Serial Number:	77757423	BILL BLASS
Serial Number:	77752250	BILL BLASS
Serial Number:	77033135	BB
Serial Number:	77033094	BILL BLASS
Serial Number:	76536068	BB
Serial Number:	76330654	BILL BILL BLASS
Serial Number:	75597913	BILL BLASS
Serial Number:	75571166	BILL BLASS AMAZING
Serial Number:	74336526	BILL BLASS
Serial Number:	74435985	BILL BLASS
Serial Number:	73609916	BILL BLASS
Serial Number:	73086349	BILL BLASS

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:**

*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:** 2129120180**Email:** pjeon@jeonlawfirm.com**Correspondent Name:** Jeon Law Firm P.C.**Address Line 1:** 16 W 32ND ST**Address Line 4:** NEW YORK, NEW YORK 10001

<b>NAME OF SUBMITTER:</b>	Peter S. Jeon
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<b>SIGNATURE:</b>	/Peter S Jeon/
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<b>DATE SIGNED:</b>	12/14/2015
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**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto the "Agreement"), dated December 9, 2015, is made by Bill Blass Group LLC, a New York limited liability company, having its address at 236 Fifth Avenue, 8<sup>th</sup> Floor, New York, NY 10001 (the "Grantor") in favor of Wilshire Bank, a California banking corporation having its address at 308 Fifth Avenue, New York, NY 10001, (the "Lender").

### WITNESSETH:

WHEREAS, Grantor, Bill Blass Fashions LLC, a New York limited liability company, and Bill Blass Design LLC, a New York limited liability company, (collectively, the "Borrower") and the Lender have entered into that certain security agreement dated as of December 9, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, the Borrower has granted to Lender a lien and security interest in all business assets and personal properties as defined in the Security Agreement as Collateral including Trademark Collateral as described hereinafter to secure the Borrower's obligations to Lender under that certain promissory note (as amended, amended and restated, extended, supplemented or otherwise modified from time to time the "Note") and certain loan agreement (the "Loan Agreement") executed by the Borrower on or about December 9, 2015.

WHEREAS, Lender is willing to make a loan available to the Borrower on the terms and condition set forth in the Loan Agreement and the Note, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain commercial security agreement dated December 9, 2015 (the "Security Agreement").

WHEREAS, Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain Trademarks (as defined below) of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate 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 in Trademark. The Grantor hereby grants to the Lender a first priority security interest in the Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) all trademarks, trademark registration, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, owned by the Grantor including, without limitation, each trademark registration and application therefor, referred to in **Schedule A** hereto;

(ii) all of the goodwill of the business connected with the use of, or symbolized by, each trademark;

(iii) each trademark license to which the Grantor is a party, including, without limitation, each trademark license referred to in **Schedule A** hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto;

(iv) all registrations and applications for registration for any trademark, together with all extensions and renewals thereof;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, 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) all income, fees, proceeds of, collateral for, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

**SECTION 2. No Transfer of Grantor's Rights.** Except to the extent expressly consented in writing by the Lender, the Grantor shall not sell, license, pledge, hypothecate, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral and will keep the Trademark Collateral free and clear of all liens and encumbrances except for the lien of this Trademark Security Agreement.

**SECTION 3. Security for Secured Obligations.** The grant of continuing security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement secures the payment of all the Borrower's obligation, now or hereafter existing under or in respect of the Note and Loan Agreement, 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 4. Grants, Rights and Remedies.** This Trademark Security Agreement has been executed and delivered by the Grantor to the Lender for the purpose of recording the same with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for the undersigned parties.

**SECTION 5. Governing Law.** This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**SECTION 6. Grantor's Representation and Warranty.** Grantor warrants and represents that the Grantor holds good and marketable title to the Trademark Collateral and has not sell, pledge, assign, hypothecate, transfer or dispose or otherwise encumbered the Trademark Collateral.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

BILL BLASS GROUP LLC

By: 

Name: *Peter G. Kim*

Title: *General Manager and member*

SCHEDULE A

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>	<u>Owner</u>
86666025		BB	Bill Blass Group LLC
85536934	4329215	Bill Blass	Bill Blass Group LLC
85108924	3947493	Bill Blass	Bill Blass Group LLC
78981058	3641351	BB	Bill Blass Group LLC
78981266	3743424	BB	Bill Blass Group LLC
78627772	3823239	BB	Bill Blass Group LLC
77847374	3978854	Bill Blass Essentials	Bill Blass Group LLC
77757423	3884808	Bill Blass	Bill Blass Group LLC
77752250	3884799	Bill Blass	Bill Blass Group LLC
77033135	3513071	BB	Bill Blass Group LLC
77033094	3513070	Bill Blass	Bill Blass Group LLC
76536068	3107223	BB	Bill Blass Group LLC
76330654	2759886	Bill Bill Blass	Bill Blass Group LLC
75597913	2288060	Bill Blass	Bill Blass Group LLC
75571166	2500696	Bill Blass Amazing	Bill Blass Group LLC
74336526	1889317	Bill Blass	Bill Blass Group LLC
74435985	2198701	Bill Blass	Bill Blass Group LLC
73609916	1434653	Bill Blass	Bill Blass Group LLC
73086349	1070427	Bill Blass	Bill Blass Group LLC