

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367538

<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>
Oscar de la Renta, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Webster Business Credit Corporation, as Agent		
<b>Street Address:</b>	360 Lexington Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86814786	O OSCAR OSCAR DE LA RENTA	
<b>Serial Number:</b>	86668379	EXTRAORDINARY OSCAR DE LA RENTA	
<b>Serial Number:</b>	86668391	OSCAR FLOR	
<b>Serial Number:</b>	86441047		
<b>Serial Number:</b>	86441048		
<b>Registration Number:</b>	4452052	MI CORAZÓN BY OSCAR DE LA RENTA	
<b>Registration Number:</b>	4452053	ORIENTAL LACE BY OSCAR DE LA RENTA	
<b>Registration Number:</b>	4452025	CORALINA BY OSCAR DE LA RENTA	
<b>Registration Number:</b>	4452026	ESSENTIAL LUXURIES BY OSCAR DE LA RENTA	
<b>Serial Number:</b>	85829150	FROM THIS DAY FORWARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<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>	800-927-9801 x 62348		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		

CH \$265.00 86814786

<b>ATTORNEY DOCKET NUMBER:</b>	937544
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	12/30/2015

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 17, 2015, is made by Oscar de la Renta, LLC, a Delaware limited liability company (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, as Agent ("Agent"), pursuant to that certain Second Amended and Restated Credit and Security Agreement, dated of even date herewith, among the Company, as Borrower Representative, Oscar De La Renta International, LLC, a Delaware limited liability company (together with the Company, the "Borrowers"), the financial institutions who are or hereafter become a party thereto ("Lenders") and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

### **RECITALS**

- A. The Company owns and uses certain Trademarks (as hereinafter defined).
- B. Lenders have made and propose to make certain loans to Borrowers pursuant to the Credit Agreement.
- C. Pursuant to the Credit Agreement, the Company has granted to Agent, for the ratable benefit of each Lender Party, a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or developed, as security for all of the Obligations.
- D. In furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, Agent has required that the Company grant to Agent, for the ratable benefit of each Lender Party, a security interest in all of the Company's Trademarks (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby reaffirms its pledge, assignment, hypothecation, transfer and grant of a security

interest to Agent, for the ratable benefit of each Lender Party, in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto, and the Company grants and conveys a security interest to Agent, for the ratable benefit of each Lender Party, in all of the Company's right, title and interest in, to and under the Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. The Company agrees that (a) neither Agent nor any other Lender Party shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and (b) the Company shall forthwith advise Agent promptly in writing upon detection of infringements of any of the Trademarks being used in the Company's business which infringement could reasonably be expected to have a Material Adverse Effect.

5. Upon the occurrence and during the continuation of an Event of Default:

(a) Solely for the purpose of enabling Agent to exercise rights and remedies under this Agreement, the Credit Agreement and the Other Documents and at such time as Agent shall be lawfully entitled to exercise such rights and remedies, the Company hereby reaffirms its grant and hereby grants to Agent, to the extent it has the right to do so, an irrevocable (until the termination of this Agreement), nonexclusive license (exercisable without payment of royalty or other compensation to the Company), subject to sufficient rights to quality control and inspection in favor of the Company to avoid the risk of invalidation of the Company's Trademarks, to use, operate under, license or sublicense any of the Company's Trademarks now owned or hereafter acquired by the Company;

(b) Agent shall have the right (but not the obligation) in its sole discretion to bring suit or otherwise commence any action or proceeding in its own name or the name of the Company, to enforce any of the Company's Trademarks, in which event the Company shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement and shall promptly, upon demand, reimburse and indemnify Agent as provided in Sections 17.5 and 17.9 of the Credit Agreement in connection with the exercise of such Lender Party's rights under this Section 5(b). To the extent that Agent shall elect not to bring suit to enforce any of the Company's Trademarks, as provided in this Section 5(b), the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement;

(c) Upon written demand from Agent, the Company shall grant, assign, convey or otherwise transfer to Agent an absolute assignment of all of the Company's right, title and interest in and to the Company's Trademarks and the goodwill associated therewith and shall execute and deliver to the Lender such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; and

(d) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Lender of any rights, title and interests in and to the Company's Trademarks shall have been previously made and shall have become absolute and effective, and (iv) the Obligations shall not then be due and payable, upon the written request of the Company, Agent shall promptly execute and deliver to the Company, at the Company's sole cost and expense, such assignments or other transfer as may be necessary to reassign to the Company any such rights, title and interests as may have been assigned to Agent as aforesaid, subject to any disposition thereof that may have been made by the Lender; provided, after giving effect to such reassignment, Agent's security interest granted pursuant hereto, as well as all other rights and remedies of Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of Agent.

(e) The Company shall advise Agent promptly in writing upon detection of infringement of any Trademarks being used in the Company's business.

6. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, Agent shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by Agent pursuant hereto or pursuant to the Credit Agreement.

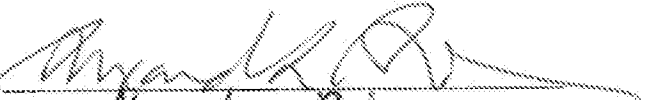
7. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of this Agreement with respect to such new Trademark. The Company authorizes Agent to modify this Agreement by amending Schedule I to include any future registrations or applications for registration of Trademarks covered by Section 2 or by this Section 7 or to delete any registrations or applications to which the Company no longer has or claims any right, title or interest.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"COMPANY"

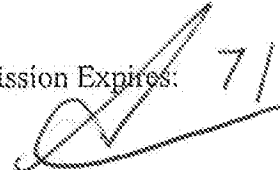
OSCAR DE LA RENTA, LLC

By:   
Name: Alexander Boleu  
Title: CEO

STATE OF NEW YORK            )  
  : ss.:  
COUNTY OF NEW YORK        )

On December 17, 2015 before me personally came Alexander Boleu to me personally known and known to me to be the person described in and who executed the foregoing instrument as the CEO of Oscar de la Renta, LLC, who being by me duly sworn, did depose and say that he (she) is the CEO of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Managers; that he (she) signed his (her) name thereto by like order; and that he (she) acknowledged said instrument to be the free act and deed of said company.

Notary Public



My Commission Expires: 7/20/19  


[NOTARIAL SEAL]

MATTHEW R. YOGG  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02YO6327832  
Qualified in Kings County  
My Commission Expires July 20, 2019

SCHEDULE I

REGISTERED AND PENDING U.S. TRADEMARKS

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Issued Date / Status</b>
OSCAR DE LA RENTA (BLOCK)	0864523	12/19/1997	TMA507,172	1/27/1999
O OSCAR OSCAR DE LA RENTA Stylized	86-814786	11/10/2015	N/A	PENDING
EXTRAORDINARY OSCAR DE LA RENTA Stylized	86-668379	6/19/2015	N/A	PENDING
OSCAR FLOR	86-668391	6/19/2015	N/A	PENDING
Design Only 	86-441047	10/31/2014	N/A	PENDING
Design Only 	86-441048	10/31/2014	N/A	PENDING
FROM THIS DAY FORWARD	85-829150	1/22/2013	4,392,313	8/27/2013
MI CORAZÓN BY OSCAR DE LA RENTA	85-643747	6/5/2012	4,452,052	12/17/13
ORIENTAL LACE BY OSCAR DE LA RENTA	85-643786	6/5/2012	4,452,053	12/17/13
CORALINA BY OSCAR DE LA RENTA	85-631805	5/22/2012	4,452,025	12/17/13
ESSENTIAL LUXURIES BY OSCAR DE LA RENTA	85-631892	5/22/2015	4,452,026	12/17/13
ROSAMOR	79-002892	11/15/2005	3,015,773	11/15/2005