

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Robert Allen Group, Inc.		12/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Corber Corp.		
Street Address:	61 South Paramus Road, Suite 278		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2478808		
Registration Number:	2478809		
Registration Number:	2212828	AMETEX	
Registration Number:	1883145	BEACON HILL	
Registration Number:	1562237	BEACON HILL	
Registration Number:	2294027	COLOR LIBRARY	
Registration Number:	2832361	COLORLOGIC	
Registration Number:	2835000	COLORLOGIC	
Registration Number:	4678382	ROBERT ALLEN	
Registration Number:	2948234	ROBERT ALLEN	
Registration Number:	2282921	ROBERT ALLEN	
Registration Number:	3907228	ROBERT ALLEN	
Registration Number:	3908188	ROBERT ALLEN	
Registration Number:	3908049	ROBERT ALLEN	
Registration Number:	3626750	ROBERT ALLEN	
Registration Number:	2787918	ROBERT ALLEN @ HOME	
Registration Number:	3907184	ROBERT ALLEN @ HOME	
Registration Number:	3907185	ROBERT ALLEN CONTRACT	
Registration Number:	3940630	SUITE SOLUTIONS	

CH \$490.00 2478808

CORRESPONDENCE DATA**Fax Number:** 2127158000

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) 715-7670**Email:** KLTrademark@kramerlevin.com**Correspondent Name:** Kramer Levin Naftalis & Frankel LLP**Address Line 1:** 1177 Avenue of the Americas**Address Line 4:** New York, NEW YORK 10036**ATTORNEY DOCKET NUMBER:** 066159-00001**NAME OF SUBMITTER:** Tania C. Ramos**SIGNATURE:** /Tania C. Ramos/**DATE SIGNED:** 01/04/2016**Total Attachments: 10**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement"), dated as of December 22, 2015, is made by and between The Robert Allen Group, Inc., a Delaware corporation (the "Company"), and Corber Corp., as agent (in such capacity, together with its successors and permitted assigns, the "Agent").

Recitals

A. The Company, the Noteholders, and the Agent are parties to a Term Note and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which the Company shall issue the Notes to the Noteholders.

B. Under the terms of the Credit Agreement, the Company has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Company, and has agreed thereunder to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

ACCORDINGLY, in consideration of the mutual covenants contained in the Note Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Computer Software" means all of the Company's right, title and interest in and to all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing.

"Copyrights" means all of the Company's right, title and interest in and to all copyrightable works and all copyrights of the Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trade Secrets” means all of the Company’s right, title and interest in and to all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants to Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Computer Software, Trade Secrets, Copyrights, Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement and Company hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Computer Software, Trade Secrets, Copyrights, Patents and Trademarks 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. Termination. This Agreement shall terminate and the Lien on the security interest in the Computer Software, Trade Secrets, Copyrights, Patents and Trademarks shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, the Agent shall execute (or cause to be executed) all documents, make all filings, and take (or cause to be taken) all other actions reasonably requested by the Company to evidence and record the release of the Lien on and security interests in the Computer Software, Trade Secrets, Copyrights, Patents and Trademarks granted herein.

5. Recordation. The Company authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

6. Miscellaneous. Except as set forth in Section 4, this Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Agent. A waiver signed by the Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Except as provided in the Credit Agreement, Agent shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Computer Software, Trade Secrets, Copyrights, Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Computer Software, Trade Secrets, Copyrights, Patents and Trademarks in any particular order of application. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

9. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.


[Signature Pages Follow]

THE ROBERT ALLEN GROUP, INC.

By: 
Name: Charles Cioffi
Title: Chief Financial Officer

[Signature page to Intellectual Property Security Agreement]

CORBER CORP., as Agent

By: 
Name: Jeffrey A. Cordover
Title: President

[Signature page to Intellectual Property Security Agreement]

EXHIBIT C

Trademarks

(attached)

SCHEDULE 9.1.13-INTELLECTUAL PROPERTY
TRADEMARK LISTING

TRADEMARK	COUNTRY	TRADEMARK STATUS	APPLICATION NO	REGISTRATION NO	REGISTRATION DATE	NEXT FILING DUE	OWNER
(Design Only)	United States of America	Registered	75471101	2478808	Aug-21-2001	Aug-21-2021	The Robert Allen Group, Inc.
(Design Only)	United States of America	Registered	75471103	2478809	Aug-21-2001	Aug-21-2021	The Robert Allen Group, Inc.
AMETEX (& Design)	CTM	Registered	000805085	000805085	May-24-2000	Apr-3-2018	The Robert Allen Group, Inc.
AMETEX (& Design)	United States of America	Registered	75376253	2212828	Dec-22-1998	Dec-22-2018	The Robert Allen Group, Inc.
BEACON HILL	Benelux	Registered	0836225	0562798	Sep-1-1995	Oct-27-2024	The Robert Allen Group, Inc.
BEACON HILL	Canada	Registered	0767642	TMAA97250	Jul-14-1998	Jul-14-2028	The Robert Allen Group, Inc.
BEACON HILL	Canada	Pending	1661823			Application has been approved and is scheduled to be advertised in the Trademarks Journal	The Robert Allen Group, Inc.
BEACON HILL	CTM	Registered	000631739	000631739	Feb-3-1999	Aug-26-2017	The Robert Allen Group, Inc.
BEACON HILL	France	Registered	94545699	94545699	Nov-26-2004	Nov-22-2024	The Robert Allen Group, Inc.
BEACON HILL	Germany	Registered	394040201	39404020	Oct-26-1995	Nov-30-2024	Robert Allen Fabrics, Inc.

TRADEMARK	COUNTRY	TRADEMARK STATUS	APPLICATION NO	REGISTRATION NO	REGISTRATION DATE	NEXT FILING DUE	OWNER
BEACON HILL	Italy	Registered	302015902323655	1625500	Jun-13-1997	Jan-13-2025	Robert Allen Fabrics, Inc., Delaware corporation
BEACON HILL	United Kingdom	Registered	UK00002002350	UK00002002350	Nov-16-1994	Nov-16-2024	The Robert Allen Group, Inc.
BEACON HILL	United States of America	Registered	74255389	1883145	Mar-7-1995	Mar-7-2025	The Robert Allen Group, Inc.
BEACON HILL	United States of America	Registered	73781789	1562237	Oct-24-1989	Oct-24-2019	The Robert Allen Group, Inc.
COLOR LIBRARY	Canada	Registered	1020858	TMA557271	Feb-1-2002	Feb-1-2017	The Robert Allen Group, Inc.
COLOR LIBRARY	United States of America	Registered	75426631	2294027	Nov-23-1999	Nov-23-2019	The Robert Allen Group, Inc.
COLORLOGIC	Australia	Registered	868399	868399	Mar-7-2001	Mar-7-2021	The Robert Allen Group, Inc.
COLORLOGIC	Canada	Registered	1094529	TMA639560	May-11-2005	May-11-2020	The Robert Allen Group, Inc.
COLORLOGIC	CTM	Registered	002113116	002113116	Jun-14-2002	Mar-2-2021	The Robert Allen Group, Inc.
COLORLOGIC	Mexico	Registered	474781	712249	Aug-29-2001	Mar-8-2021	The Robert Allen Group, Inc.
COLORLOGIC	New Zealand	Registered	633391	633391	Sep-6-2001	Sep-8-2017	The Robert Allen Group, Inc.
COLORLOGIC	United States of America	Registered	76125567	2832361	Apr-13-2004	Apr-13-2024	The Robert Allen Group, Inc.

TRADEMARK	COUNTRY	TRADEMARK STATUS	APPLICATION NO	REGISTRATION NO	REGISTRATION DATE	NEXT FILING DUE	OWNER
COLORLOGIC	United States of America	Registered	76315715	2835000	Apr-20-2004	Apr-20-2024	The Robert Allen Group, Inc.
COLOUR LIBRARY	CTM	Registered	000804997	000804997	Jan-12-2000	Apr-3-2018	The Robert Allen Group, Inc.
COLOUR LIBRARY	New Zealand	Registered	290547	290547	Jul-12-2001	Apr-1-2025	The Robert Allen Group, Inc.
NOBODY KNOWS COLOR BETTER	Canada	Registered	0868881	TMA524693	Mar-13-2000	Mar-13-2030	The Robert Allen Group, Inc.
RA (& Design)	CTM	Registered	000805150	000805150	May-19-1999	Apr-3-2018	The Robert Allen Group, Inc.
ROBERT ALLEN	Australia	Registered	758606	758606	Mar-31-1998	Mar-31-2018	The Robert Allen Group, Inc.
ROBERT ALLEN	Canada	Registered	1020860	TMA566396	Aug-26-2002	Aug-26-2017	The Robert Allen Group, Inc.
ROBERT ALLEN	CTM	Registered	000805028	000805028	May-10-2000	Apr-3-2018	The Robert Allen Group, Inc.
ROBERT ALLEN	New Zealand	Registered	290539	290539	Aug-9-2001	Apr-1-2025	The Robert Allen Group, Inc.
ROBERT ALLEN	United States of America	Registered	86303608	4678382	Jan-27-2015	Section 8 Affidavit Due: January 27, 2021	The Robert Allen Group, Inc.
ROBERT ALLEN	United States of America	Registered	75871815	2948234	May-10-2005	Nov-10-2025	The Robert Allen Group, Inc.
ROBERT ALLEN	United States of America	Registered	75471102	2282921	Oct-5-1999	Oct-5-2019	The Robert Allen Group, Inc.
ROBERT ALLEN	United States of America	Registered	85041176	3907228	Jan-18-2011	Section 8 Affidavit Due: January 18, 2017	The Robert Allen Group, Inc.
ROBERT ALLEN	United States of America	Registered	85100046	3908188	Jan-18-2011	Section 8 Affidavit Due: January 18, 2017	The Robert Allen Group, Inc.
ROBERT ALLEN	United States of America	Registered	85061937	3908049	Jan-18-2011	Section 8 Affidavit Due: January 18, 2017	The Robert Allen Group, Inc.

TRADEMARK	COUNTRY	TRADEMARK STATUS	APPLICATION NO	REGISTRATION NO	REGISTRATION DATE	NEXT FILING DUE	OWNER
ROBERT ALLEN ROBERT ALLEN @ HOME & Design	United States of America	Registered	77596346	3626750	May-26-2009	May-26-2019	The Robert Allen Group, Inc.
	United States of America	Registered	76198940	2787918	Dec-2-2003	Dec-2-2023	The Robert Allen Group, Inc.
ROBERT ALLEN @ HOME	United States of America	Registered	85034279	3907184	Jan-18-2011	Section 8 Affidavit Due: January 18, 2017	The Robert Allen Group, Inc.
ROBERT ALLEN @HOME	Canada	Registered	1106127	TMA625627	Nov-17-2004	Nov-17-2019	The Robert Allen Group, Inc.
ROBERT ALLEN @HOME	CTM	Registered	002269215	002269215	Jan-13-2003	Jun-21-2021	The Robert Allen Group, Inc.
ROBERT ALLEN @HOME	New Zealand	Registered	639470	639470	Dec-17-2001	Dec-22-2017	The Robert Allen Group, Inc.
ROBERT ALLEN CONTRACT	United States of America	Registered	85034379	3907185	Jan-18-2011	Sec. 8 Affidavit Due: January 18, 2017	The Robert Allen Group, Inc.
SUITE SOLUTIONS	United States of America	Registered	85099960	3940630	Apr-5-2011	Sec. 8 Affidavit Due: April 5, 2017	The Robert Allen Group, Inc.
YOUR SEARCH ENDS HERE	United States of America	Pending	86187371			Statement of Use / 3rd Req. for EOT Due March 2, 2016	The Robert Allen Group, Inc.