

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370525

<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>
Dorfman-Pacific Co.		01/13/2016	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	National Documentation Services, Mail Code 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: MICHIGAN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86837395	ULTRAFELT	
<b>Registration Number:</b>	4781055	SCALA COLLEZIONE	
<b>Registration Number:</b>	4772830	SCALA PRONTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield		
<b>SIGNATURE:</b>	/Susan M. Kornfield/		
<b>DATE SIGNED:</b>	01/26/2016		
<b>Total Attachments: 7</b>			
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Dorfman-Pacific Co.)**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of January 13, 2016 by and between COMERICA BANK ("Bank") and DORFMAN-PACIFIC CO., a California corporation ("Grantor").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (each a "Loan", and collectively, the "Loans") to Grantor, MILANO HAT CO., INC., a Texas corporation ("Milano") and CALM MORNING, LLC, a California limited liability company ("Calm Morning"), in the amounts and manner set forth in those certain Credit Agreements by and between (i) Bank and Grantor, (ii) Bank and Dorfman, and (iii) Bank and Calm Morning, each dated as of November 29, 2013, as the same may be amended, modified or supplemented from time to time, (the "Credit Agreement"). Capitalized terms used herein are used as defined in the Credit Agreement.

B. In connection with the terms of the Credit Agreement, Grantor executed an Amended and Restated Intellectual Property Security Agreement dated December 5, 2014 (the "Prior Agreement") wherein Grantor granted to Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral.

C. The parties desire to amend and restate the Prior Agreement in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

1. To secure payment when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future Indebtedness, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Security Agreement), and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. This Agreement amends, restates and replaces the Prior Agreement in its entirety.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2615 Boeing Way  
Stockton, CA 95206  
Attn: Bakul Patel

GRANTOR:

DORFMAN-PACIFIC CO.

By: 

Title: President / CEO

Address of Bank:

Comerica Bank  
National Documentation Services  
39200 Six Mile Rd.  
Mail Code 7578  
Livonia, MI 48152

BANK:

COMERICA BANK

By: 

Title: VICE PRESIDENT

**EXHIBIT A**

**Copyrights**

Title	Reg. No.	Reg. Date
2011 Spring/Summer Collection (Final Version)	VA0001947324	8/17/11
2014 Spring/Summer Collection Catalog	VA0001940939	9/5/13
Dorfman-Pacific 2015 Handbag (Private Label)	VAu001226550	10/16/14
Dorfman-Pacific 2015 Seahorse and Turtle Designs	VAu001224074	10/16/14
Additional 2010 Private Label Designs.	VA0001702866	2/19/10
Fall & Winter 2010.	VA0001718219	3/8/10
Miscellaneous Bag Designs.	VAu001075335	8/12/11
Nicole Rubel Artwork 2010.	VAu001075333	8/12/11
Nicole Rubel Artwork 2011.	VAu001075332	8/12/11
Spring/Summer 2011 Private Label Designs	VAu001075330	8/12/11
Spring & Summer 2010	VA0001722191	3/2/10
2010 Fall Line (unpublished)	VAu001013998	2/19/10
2011 Spring Designs (unpublished)	VAu001026981	3/17/10
2012 Spring/Summer Collection (Early Draft Catalog)	VA0001796357	8/18/11
2013 Handbags (Private Label)	VA0001868895	11/13/12
2013 Handbags	VA0001868896	11/13/12
2013 Hats	VA0001868894	11/13/12
2013 Collection Catalog.	VA0001879022	11/13/12
Spring/summer 2008 hat and bag designs. <sup>1</sup>	VA0001652130	12/6/07
Spring 2007 hat and bag designs. <sup>1</sup>	VA0001384503	10/2/06
2014 Handbags (Private Label)	VAu001174226	9/4/13

<sup>1</sup> Identified in the records as being owned by "Dorfman Pacific Company", which is not the correct legal name.

**EXHIBIT B**

**Patents**

None.

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ULTRAFELT	86/837395	12/2/15	n/a	n/a
SCALA COLLEZIONE	86/460096	11/20/14	4,781,055	7/28/15
SCALA PRONTO	86/460067	11/20/14	4,772,830	7/14/15
DPC	86/323110	6/27/14	4,681,743	2/3/15
BROOKLYN HAT CO.	86/191130	2/12/14	4,609,234	9/23/14
HUNT CLUB	86/188599	2/9/14	4,609,161	9/23/14
AEGEAN	86/370759	8/19/14	n/a	n/a
WALKABOUT HATS	86/328724	7/3/14	n/a	n/a
PACK A HAT!	85/932227	5/14/13	4,585,581	8/12/14
HI-DEE-HO <sup>2</sup>	85/183503	11/23/10	4,122,638	4/3/12
CAPPELLI STRAWORLD	77/965616	3/23/10	4,408,956	10/1/13
TROPICAL TRENDS	77/079336	1/9/07	3,322,778	10/30/07
BLUE MIAMI (and Design) <sup>3</sup>	77/028125	10/24/06	3,349,159	12/4/07
TROPICAL TRENDS <sup>2</sup>	78/554978	1/27/05	3,091,589	5/9/06
HARTFORD YORK <sup>2</sup>	78/338811	12/10/03	2,916,397	1/4/05
DORFMAN PACIFIC <sup>2</sup>	78/338807	12/10/03	2,947,835	5/10/05
SCALA <sup>2</sup>	76/181261	12/15/00	3,089,010	5/9/096
CALLANAN <sup>2</sup>	75/753692	7/19/99	2,357,490	6/13/00
CAPPELLI STRAWORLD, INC. <sup>3</sup>	75/648464	2/25/99	2,326,188	3/7/00
GLOBAL TRENDS <sup>2</sup>	74/369219	3/19/93	1,959,521	3/5/96

<sup>2</sup> Identified in the records as being owned by "Dorfman-Pacific Co., Inc.", which is not the correct legal name.

<sup>3</sup> Identified in the records as being owned by "Dorfman Pacific Company", which is not the correct legal name.



Mark	App. No.	Filing Date	Reg. No.	Reg. Date
PACIFIC	72/303898	7/30/68	877,044	9/16/69
BILTMORE <sup>2</sup>	76/205154	2/5/01	2,757,957	9/2/03
ALL SEASON'S FELT <sup>2</sup>	74/277558	5/21/92	1,898,145	6/6/95