

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DM Luxury, LLC		03/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Brand Banking Company		
Street Address:	141 Hurricane Shoals Road		
City:	Lawrenceville		
State/Country:	GEORGIA		
Postal Code:	30046		
Entity Type:	COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Serial Number:	78530868	CHICAGO CONFIDENTIAL	
Serial Number:	85655608	MODERN LUXURY TRAVEL	
Serial Number:	78468813	SAN DIEGO CONFIDENTIAL	
Serial Number:	78429263	SAN FRANCISCO CONFIDENTIAL	
Serial Number:	78429214	DALLAS CONFIDENTIAL	
Serial Number:	78589248	WASHINGTON CONFIDENTIAL	
Serial Number:	85874057	HOUSTON CONFIDENTIAL	
Serial Number:	85907099	ATLANTA LIFE	
Serial Number:	85765594	A	
Serial Number:	85737240	NS MODERN LUXURY FOR THE NORTH SHORE	
Serial Number:	85766516	81611 ASPEN EXPERIENCE	
Serial Number:	86811815	SILICON VALLEY	
Serial Number:	86811977	MODERN LUXURY SILICON VALLEY	
Registration Number:	4861669	THAT'S MODERN LUXURY	
Registration Number:	4499672	BEST OF ASPEN	
Registration Number:	4872281	ASPEN	
Registration Number:	4857139	ASPEN	
Registration Number:	3226064	OC CONFIDENTIAL	
Registration Number:	2310088	ANGELENO	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3214229	ATLANTA STYLE
Registration Number:	3640632	BEST OF THE CITY
Registration Number:	2338478	CHICAGO SOCIAL
Registration Number:	3312465	CS
Registration Number:	3759449	DALLAS LIFE
Registration Number:	3482720	DC
Registration Number:	2684331	FRONT DESK MAGAZINE
Registration Number:	3486621	GRAND COMPLICATIONS
Registration Number:	3428194	HOUSTON MODERN LUXURY
Registration Number:	3226063	HOUSTON MONTHLY MAGAZINE
Registration Number:	2548574	INTERNATIONAL WATCHES
Registration Number:	3656050	JEWELRY INTERNATIONAL
Registration Number:	3083945	LAKE SHORE DRIVE
Registration Number:	3574243	MANHATTAN
Registration Number:	3295923	MIAMI
Registration Number:	2693696	MODERN LUXURY
Registration Number:	3291683	MODERN LUXURY DALLAS
Registration Number:	3640285	MODERN LUXURY HAWAII
Registration Number:	3086832	NAPA SONOMA
Registration Number:	4844092	PASSPORT TO LUXURY
Registration Number:	2641072	RIVIERA
Registration Number:	3263505	THE ATLANTAN
Registration Number:	3140606	THE MEN'S BOOK
Registration Number:	3710836	WATCHES INTERNATIONAL
Registration Number:	2095259	ASPEN MAGAZINE
Registration Number:	3895915	SCOTTSDALE
Registration Number:	4475931	NS

CORRESPONDENCE DATA

Fax Number: 7704347376

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: 6783367247

Email: ahyland@taylorenchinese.com

Correspondent Name: Amanda Hyland

Address Line 1: 1600 Parkwood Circle

Address Line 2: Suite 400

Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER: 71736.0001

NAME OF SUBMITTER:	Amanda G. Hyland
SIGNATURE:	/Amanda G. Hyland/
DATE SIGNED:	03/04/2016
Total Attachments: 17 source=00703051#page1.tif source=00703051#page2.tif source=00703051#page3.tif source=00703051#page4.tif source=00703051#page5.tif source=00703051#page6.tif source=00703051#page7.tif source=00703051#page8.tif source=00703051#page9.tif source=00703051#page10.tif source=00703051#page11.tif source=00703051#page12.tif source=00703051#page13.tif source=00703051#page14.tif source=00703051#page15.tif source=00703051#page16.tif source=00703051#page17.tif	

TRADEMARK SECURITY AGREEMENT

[DM Luxury, LLC]

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 4, 2016, by **DM LUXURY, LLC**, a Delaware limited liability company (“**Debtor**”), and **THE BRAND BANKING COMPANY**, a Georgia banking company (the “**Bank**”).

WITNESSETH:

WHEREAS, the Debtor, **DM LUXURY HOLDINGS, LLC**, a Delaware limited liability company and the parent of Debtor (collectively with Debtor, the “**Borrowers**”) and the Bank have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, modified, supplemented, restated or renewed from time to time, the “**Loan Agreement**”);

WHEREAS, the Bank has required, as a condition to the extension of the financial accommodations to be extended to the Borrowers under the Loan Agreement, that Debtor pledge and grant to the Bank a Lien on and in its “Trademarks” (as defined herein) as security for the Obligations;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtor and the Bank, by its acceptance hereof, hereby agrees as follows:

1. **Defined Terms.** Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants, assigns, transfers and pledges to the Bank a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default, all of Debtor’s right, title and interest in and to the following, whether, now existing or hereafter acquired: (i) (a) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications used in Debtor’s business and listed on **Schedule I** attached hereto and made a part hereof, and all renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof; (d) the goodwill of Debtor’s business symbolized by the foregoing and connected therewith; (e) all of Debtor’s rights corresponding thereto throughout the world; and

(f) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(f) in this Section 2(i), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”), and (ii) the goodwill of Debtor’s business connected with and symbolized by the Trademarks.

3. **New Trademarks.** Debtor represents and warrants that, from and after the date of this Agreement, (a) the Trademarks listed on **Schedule I** are a true, accurate and complete list of all of Debtor’s Trademarks, and (b) no Liens in such Trademarks have been granted by Debtor to any Person, other than the Bank, and except as permitted in the Loan Agreement. If, prior to payment in full of the Obligations, Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 2 above shall automatically apply thereto, provided that Debtor shall not be under any obligation to take any steps or incur any costs to enforce, create or perfect any lien or security interest in any Trademarks registered outside the United States of America, including, without limitation, any filing recordation, notice or otherwise in any other county other than the United States of America. Debtor shall give to the Bank written notice of the acquisition of new Trademarks registered in the United States of America promptly after the occurrence thereof. Debtor may, and hereby authorizes the Bank to, modify this Agreement unilaterally upon Debtor’s notice to the Bank (i) by amending **Schedule I** to include any future Trademarks registered in the United States of America and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on **Schedule I** thereto, as the case may be, such future Trademarks.

4. **Grant of License.** Bank hereby grants to Debtor the royalty-free, exclusive, nontransferable right and license to make, have made, use, and sell the inventions disclosed and claimed in the Trademarks for Debtor’s own benefit and account and for none other. Such right and license shall be exercisable by Debtor only until the occurrence and continuance of an Event of Default. Except as otherwise permitted by the Loan Documents, Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Bank.

5. **Royalties.** Debtor hereby agrees that the use by the Bank of the Trademarks as authorized hereunder in connection with the Bank’s exercise of its rights and remedies hereunder or pursuant to any Loan Document shall be coextensive with Debtor’s rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to Debtor.

6. **Duties of the Debtor.** Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application on untrademarked but trademarkable items,

as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to trademarkability, and (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the conduct of Debtor's business or operations). Debtor further agrees (i) not to abandon any registered Trademark without the prior written consent of the Bank, unless any registered Trademark is not used in Debtor's business or if such abandonment is otherwise desirable to Debtor in the ordinary course of business, and (ii) to maintain in full force and effect the registered Trademarks material to the conduct of its business. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Bank shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Bank may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the account of Debtor and shall be added to the Obligations secured hereby.

7. **Power of Attorney; Cumulative Remedies.** Debtor hereby irrevocably designates, constitutes and appoints the Bank (and all officers and agents of the Bank designated by the Bank in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Debtor's or the Bank's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (a) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank in the use of the Trademarks, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (c) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (d) take any other actions with respect to the Trademarks as the Bank reasonably deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Obligations are paid in full. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods and the election by the Bank to exercise any of its remedies under the Uniform Commercial Code or other applicable law with respect to the Trademarks, Debtor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set

forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Debtor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Debtor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

8. **Successors and Assigns.** This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Bank and its successors and assigns.

9. **Governing Law.** This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.


10. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

[SIGNATURES ON NEXT PAGE]

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

DEBTOR:

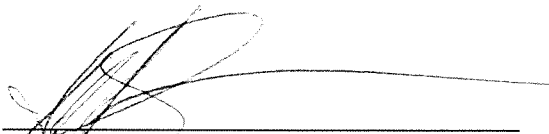
DM LUXURY, LLC



[Name] Lewis Pickett
[Title] CHAIRMAN

Agreed and Accepted as of this March 4 2016

THE BRAND BANKING COMPANY



Holly Sims
Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005746 FRAME: 0369

Schedule I To
Trademark Security Agreement

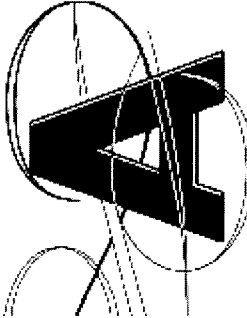
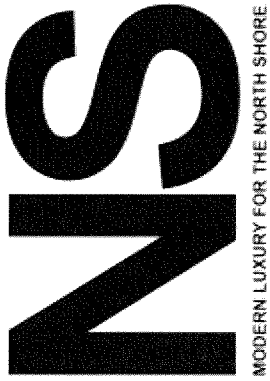
DM LUXURY, LLC TRADEMARK STATUS REPORT
(Current as of 2/12/2015)

I. **TRADEMARK APPLICATIONS IN USA**

Trademark	Mark as it Appears in Application	Serial No.	Filing Date	Class	Next Deadline	Status
CHICAGO CONFIDENTIAL	CHICAGO CONFIDENTIAL	78/530868	12/10/2004	16	5/19/16 - SOU or extension request	<ul style="list-style-type: none"> • Notice of Allowance filed 11/22/05 • TTAB proceeding was resolved 4/3/15. • Notice of Allowance issued May 19, 2015.
MODERN LUXURY TRAVEL	MODERN LUXURY TRAVEL	85/655608	06/19/2012	16	3/3/16 - SOU or 5 th extension due	<ul style="list-style-type: none"> • Mark published, notice of allowance sent on 9/3/13 • Requested extension of time to file SOU on 3/3/14, 8/29/14, 2/27/15 • 3rd SOU (ITU) extension approved on 3/6/15. • 4th SOU (ITU) extension approved 9/23/15.
SAN DIEGO CONFIDENTIAL	SAN DIEGO CONFIDENTIAL	78/468813	08/17/2004	16	3/11/16 - Response to office action due	<ul style="list-style-type: none"> • The application has been refused based on a likelihood of confusion with Registration No. 3,557,907 for LOS ANGELES CONFIDENTIAL (owned by Niche Media) and Registration No. 2,922,158 for VIBE CONFIDENTIAL.

Trademark	Mark as it Appears in Application	Serial No.	Filing Date	Class	Next Deadline	Status
SAN FRANCISCO CONFIDENTIAL	SAN FRANCISCO CONFIDENTIAL	78/429263	06/03/2004	16	Suspension has not yet been lifted.	<ul style="list-style-type: none"> The USPTO suspended this application pending the outcome of the Consolidated Proceeding (see Page 17). Office Action issued Sept. 11, 2015 Application suspended 8/28/2009 pending resolution of the Consolidated Proceeding. As of 3/24/15, application remained suspended. TM attorney Barbara A. Gaynor/ 571-272-9164
DALLAS CONFIDENTIAL	DALLAS CONFIDENTIAL	78/429214	06/03/2004	16	5/19/16- SOU or extension request due.	<ul style="list-style-type: none"> As of 4/6/15, status on application is that "application has been published for opposition beginning with publication date. Publication date was 9/27/05. TTAB proceeding was resolved 4/3/15. Notice of Allowance issued 5/19/15.
WASHINGTON CONFIDENTIAL	WASHINGTON CONFIDENTIAL	78/589248	03/17/2005	9, 16	5/19/16 - SOU or extension request due.	<ul style="list-style-type: none"> As of 4/6/15, status on application is that "application has been published for opposition beginning with publication date, but publication date was 7/4/06.

Trademark	Mark as it Appears in Application	Serial No.	Filing Date	Class	Next Deadline	Status
HOUSTON CONFIDENTIAL	HOUSTON CONFIDENTIAL	85/874057	03/12/2013	9	Suspension has not yet been lifted	<ul style="list-style-type: none"> • TTAB proceeding was resolved 4/3/15. • Notice of allowance issued 5/19/15. • Application filed February 12, 2013, and pending examination by the USPTO. • This application was filed because use of the prior HOUSTON CONFIDENTIAL registration (Reg. No. 3,143,679) could not be shown in advance of the renewal date. • Action on the application is suspended until the earlier filed applications are abandoned or registered (Serial Nos. 77/425501 and 77/425501). • The earlier filed applications are part of the Consolidated Proceeding before the TTAB. As of 4/17/15, they are still suspended. <p>TM attorney David Yontef – (571) 272-8274</p>

Trademark	Mark as it Appears in Application	Serial No.	Filing Date	Class	Next Deadline	Status
ATLANTA LIFE	ATLANTA LIFE	85/907,099	04/17/2013	9, 16	3/24/16 SOU or 5 th request for extension due	<ul style="list-style-type: none"> This application was filed because use of the prior ATLANTA LIFE registration (Reg. No. 3,160,730) could not be shown in advance of the renewal date. Mark published for opposition on July 30, 2013; no oppositions. Notice of Allowance issued September 24, 2013 Extensions requested 3/20/14, 9/19/14, 4/17/15, 9/24/15.
A		85765594	10/29/12	16	4/23/16 – FINAL DEADLINE to file statement of use	<ul style="list-style-type: none"> Need to file statement of use. 2nd request: 4/23/14 3rd request: 10/14/14 4th request: 4/21/15 5th AND FINAL request: 10/26/15
NS MODERN LUXURY FOR THE NORTH SHORE		85737240	9/24/12	9, 16	4/23/16 – FINAL DEADLINE to file statement of use	<ul style="list-style-type: none"> Need to file statement of use. 2nd request: 4/23/14 3rd request: 10/14/14 4th request: 4/21/15 5th AND FINAL request: 10/26/15

Trademark	Mark as it Appears in Application	Serial No.	Filing Date	Class	Next Deadline	Status
81611 ASPEN EXPERIENCE	81611 ASPEN EXPERIENCE	85766516	10/29/12	41	5/13/2016 – SOU due (or 4th req. for extension)	<ul style="list-style-type: none"> • Notice of Allowance issued 5/13/2014 • 1st Extension 11/1/2014 • 2nd Extension sought 4/21/15 • 3rd Extension sought 11/11/15
SILICON VALLEY	SILICON VALLEY	86811815	11/6/15	9, 16	N/A	<ul style="list-style-type: none"> • Application filed 11/6/15 on Supplemental Register • New application will be assigned to an examining attorney approximately 3 months after filing date.
MODERN LUXURY SILICON VALLEY	MODERN LUXURY SILICON VALLEY	86811977	11/6/15	9, 16	N/A	<ul style="list-style-type: none"> • Application filed 11/6/15 on Principal Register • New application will be assigned to an examining attorney approximately 3 months after filing date.

II. REGISTERED TRADEMARKS IN USA

Trademark	Mark as it Appears in Registration	Reg. No.	Reg. Date	Section 8 Affidavit Due Date	Next Renewal Due Date	Class	Status
THAT'S MODERN LUXURY	THAT'S MODERN LUXURY	4861669	December 1, 2015	Must be filed between 12/1/2020 and 12/1/2021; grace period until 6/1/22	12/1/2025	39	<ul style="list-style-type: none"> Registered
BEST OF ASPEN	BEST OF ASPEN	4499672	3/18/2014 Supplemental Register	3/18/2020	3/18/2024	16	<ul style="list-style-type: none"> Registered
ASPEN	ASPEN	4872281	12/15/2015 Supplemental Register	12/15/2021	12/15/2025	9	<ul style="list-style-type: none"> Registered
ASPEN	ASPEN	4857139	11/17/2015 Supplemental Register	11/17/2021	11/17/2025	16	<ul style="list-style-type: none"> Registered
OC CONFIDENTIAL	OC CONFIDENTIAL	3,226,064	04/03/2007 Supplemental Register	Section 8 affidavit accepted 10/7/2013	04/03/2017	16	<ul style="list-style-type: none"> Cancellation proceeding instituted by Niche Media 3/18/2008, now part of Consolidated Proceeding (see Page 17). Cancellation proceeding terminated.
ANGELENO	ANGELENO	2,310,088	01/18/2000 Supplemental Register	Section 8 affidavit accepted 1/12/2010	01/18/2020	16	<ul style="list-style-type: none"> Registered

TRADEMARK

Trademark	Mark as it Appears in Registration	Reg. No.	Reg. Date	Section 8 Affidavit Due Date	Next Renewal Due Date	Class	Status
ATLANTA STYLE	ATLANTA STYLE	3,214,229	02/27/2007 Supplemental Register	Section 8 affidavit accepted 9/7/2013	02/27/2017	9, 16	<ul style="list-style-type: none"> Registered
BEST OF THE CITY	BEST OF THE CITY	3,640,632	06/16/2009	Section 8 and 15 affidavits accepted 11/20/2015	06/16/2019	16	<ul style="list-style-type: none"> Registered Sections 8/15 affidavits were due 06/16/2015. Filed on 6/15/15. Office action filed 7/7/15. Office action resolved with examiner 11/20/15
CHICAGO SOCIAL	CHICAGO SOCIAL	2,338,478	04/04/2000	Section 8/15 affidavits accepted 3/12/2010	04/04/2020	16	<ul style="list-style-type: none"> Registered
CS		3,312,465	10/16/2007	Section 8/15 affidavit accepted 09/05/2013	10/16/2017	9, 16	<ul style="list-style-type: none"> Registered
DALLAS LIFE	DALLAS LIFE	3,759,449	03/09/2010	03/09/2016	03/09/2020	16	<ul style="list-style-type: none"> Registered

TRADEMARK

REEL: 005746 FRAME: 0376

Trademark	Mark as it Appears in Registration	Reg. No.	Reg. Date	Section 8 Affidavit Due Date	Next Renewal Due Date	Class	Status
DC (STYLIZED)	DC	3,482,720	08/05/2008	Section 8 Affidavit submitted on 7/31/2014 with revision requested by examiner filed on 9/16/14; Accepted on 9/26/14.	08/05/2018	9, 16	<ul style="list-style-type: none"> Registered
FRONT DESK MAGAZINE	FRONT DESK MAGAZINE	2,684,331	02/04/2003	Section 8/9 affidavit accepted 2/5/2013	02/04/2023	16	<ul style="list-style-type: none"> Registered
GRAND COMPLICATIONS	Grand Complications	3,486,621	08/12/2008	Section 8/15 affidavit accepted 08/09/2014	08/12/2018	16	<ul style="list-style-type: none"> Registered
HOUSTON MODERN LUXURY	HOUSTON MODERN LUXURY	3,428,194	05/13/2008	Section 8/15 declarations accepted 5/22/15.	05/13/2018	9, 16	<ul style="list-style-type: none"> Registered Sec. 8 Aff. Filed 11/13/14 Office action issued Dec. 3, 2014 Response to office action filed 5-21-15
HOUSTON MONTHLY MAGAZINE	HOUSTON MONTHLY MAGAZINE	3,226,063	04/03/2007 Supplemental Register	Section 8 affidavit accepted 10/7/2013	04/13/2017	16	<ul style="list-style-type: none"> Registered

TRADEMARK

Trademark	Mark as it Appears in Registration	Reg. No.	Reg. Date	Section 8 Affidavit Due Date	Next Renewal Due Date	Class	Status
INTERNATIONAL WATCHES	INTERNATIONAL WATCHES	2,548,574	3/12/2002 Supplemental Register	Section 8/9 affidavit accepted 3/14/2012	03/12/2022	16	• Registered
JEWELRY INTERNATIONAL	Jewelry International	3,656,050	07/14/2009 Supplemental Register	Section 8 affidavit accepted 8/10/15	07/14/2019	16	• Registered
LAKE SHORE DRIVE	LAKE SHORE DRIVE	3,083,945	04/18/2006 Supplemental Register	Section 8 affidavit accepted 5/1/2012	04/18/2016	16	• Registered
MANHATTAN	MANHATTAN	3,574,243	02/10/2009 Supplemental Register	Section 8 affidavit accepted 2/5/15.	02/10/2019	9, 16	• Registered
MIAMI	MIAMI	3,295,923	09/18/2007 Supplemental Register	Section 8 affidavit accepted 09/04/2013	09/18/2017	9, 16	• Registered
MODERN LUXURY	MODERN LUXURY	2,693,696	03/04/2003	Section 8/9 affidavit accepted 2/28/2013	03/04/2023	16	• Registered

TRADEMARK

REEL: 005746 FRAME: 0378

Trademark	Mark as it Appears in Registration	Reg. No.	Reg. Date	Section 8 Affidavit Due Date	Next Renewal Due Date	Class	Status
MODERN LUXURY DALLAS	MODERN LUXURY DALLAS	3,291,683	09/11/2007	Section 8 affidavit accepted 09/09/2013	09/11/2017	9, 16	• Registered
MODERN LUXURY HAWAII	MODERN LUXURY HAWAII	3,640,285	06/16/2009	Sections 8/15 affidavits were accepted on 7/7/15.	06/16/2019	9, 16	• Registered
NAPA SONOMA	NAPA SONOMA	3,086,832	04/25/2006 Supplemental Register	Section 8 affidavit accepted 5/1/2012	04/25/2016	16	• Registered
PASSPORT TO LUXURY	PASSPORT TO LUXURY	4844092	11/3/15	11/3/2021	11/3/2025	16, 35	• Registered
RIVIERA	RIVIERA	2,641,072	10/22/2002	Section 8 affidavit accepted 8/20/2012	10/22/2022	16	• Registered
THE ATLANTAN	THE ATLANTAN	3,263,505	07/10/2007	Section 8 affidavit accepted 07/19/2013	07/10/2017	9, 16	• Registered
THE MEN'S BOOK	THE MEN'S BOOK	3,140,606	9/05/2006 Supplemental Register	Section 8 affidavit accepted	09/05/2016	16	• Registered

TRADEMARK

Trademark	Mark as it Appears in Registration	Reg. No.	Reg. Date	Section 8 Affidavit Due Date	Next Renewal Due Date	Class	Status
WATCHES INTERNATIONAL	WATCHES INTERNATIONAL	3,710,836	11/17/2009	8/16/2012 Section 8 affidavit accepted 1/21/2016	11/17/2019	16	<ul style="list-style-type: none"> Registered Section 8 affidavit filed and accepted
ASPEN MAGAZINE	ASPEN MAGAZINE	2,095,259	9/9/1997	Section 8 affidavit accepted 3/28/2007	9/9/2017	16	<ul style="list-style-type: none"> Registered
SCOTTSDALE	SCOTTSDALE	3,895,915	12/28/10	Due 12/28/2016; Filed on 2/12/2016	12/28/2020	9, 16	<ul style="list-style-type: none"> Registered Section 8 affidavit filed 2/12/16
NS	NS	4475931	2/3/14	2/3/2020	2/3/2024	9, 16	<ul style="list-style-type: none"> Registered Section 8 affidavit due

III. REGISTRATIONS WITH STATE GOVERNMENTS (NOT USPTO)

STATE	Trademark	Mark as it Appears in Registration	ID. No.	Reg. Date	Next Renewal Date	Class	Status
Colorado	BEST OF ASPEN	BEST OF ASPEN	20041223629	6/28/04	6/28/2019	16	<ul style="list-style-type: none"> Transferred from Ridge Publications, Inc. to DM Luxury on 5/6/2014. Renewed on 5/6/2014. Next renewal: 6/28/2019 To <u>enforce</u> this mark in the state of Colorado, DM Luxury will need to register as a foreign corporation with the Secretary of State of Colorado. However in the meantime, its federal registration for an identical mark is sufficient to enforce throughout the country.

IV. TTAB PROCEEDINGS

Opposition No.	Opposing Party	Deadlines	Status
[None at this time]			

TRADEMARK

REEL: 005746 FRAME: 0381

RECORDED: 03/04/2016