

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eileen Fisher, Inc.		02/24/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank Leumi USA		
Street Address:	579 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3981350	E EILEEN FISHER	
Registration Number:	2003225	EILEEN FISHER	
Registration Number:	3634309	EILEEN FISHER	
Registration Number:	3900338	EILEEN FISHER	
Registration Number:	3900761	EILEEN FISHER	
Registration Number:	3941655	EILEEN FISHER COMPANY STORE	
Registration Number:	3413083	EILEEN FISHER HOME	
Registration Number:	3834310	EILEEN FISHER LAB	
Registration Number:	3834311	EILEEN FISHER LAB	
Registration Number:	4182023	GREEN EILEEN	
Registration Number:	4769364	THE FISHER PROJECT	
Registration Number:	4831114	VISION2020	
CORRESPONDENCE DATA			
Fax Number:	5084720491		
<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>			
Phone:	5084720491		
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Susan O'Brien		
Address Line 1:	187 Wolf Road, Suite 101		

TRADEMARK

Address Line 4: Albany, MASSACHUSETTS 12205

NAME OF SUBMITTER: Susan O'Brien

SIGNATURE: /Michael Barys/

DATE SIGNED: 03/11/2016

Total Attachments: 11

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Eileen Fisher, Inc.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: NY

Execution Date(s) February 24, 2016

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Bank Leumi USA

Internal Address:

Street Address: 579 Fifth Avenue

City: New York

State: NY

Country: USA

Zip: 10017

- Association Citizenship: USA
- General Partnership Citizenship:
- Limited Partnership Citizenship:
- Corporation Citizenship:
- Other _____ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended and Restated Trademark Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

- a. Credit Card Last 4 Numbers
- Expiration Date
- b. Deposit Account Number
- Authorized User Name:

9. Signature:



Signature

March 10, 2016
Date

Gloria Sheehan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of February 24, 2016, is made by **EILEEN FISHER, INC.**, a New York corporation ("Grantor") in favor of **BANK LEUMI USA**, as agent ("Agent") for a syndicate of lender parties ("Lenders") to that certain Amended and Restated Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and between Grantor, Agent and the Lenders.

WHEREAS, pursuant to financing arrangements, the Agent and Lenders have extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Agent as follows:

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **Grant of Security**. Grantor hereby pledges and grants to Agent a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C.

§ 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent upon and during the continuance of an Event of Default hereunder, under Loan Agreement and/or other Loan Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor, Agent or any Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

10. Amendment and Restatement. This Trademark Security Agreement amends, restates, replaces and supersedes the Trademark Security Agreement, dated August 10, 2006, between Grantor and Agent ("Existing Trademark Security Agreement"). This Trademark Security Agreement is being delivered in substitution for and replacement of, and not in satisfaction of, the Existing Trademark Security Agreement. This Trademark Security Agreement is not intended to extinguish, release or otherwise discharge the Grantor's obligations under the Existing Trademark Security Agreement and is not intended to be a novation of the Grantor's obligations thereunder.

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

EILEEN FISHER, INC., as Grantor

By: Kimball Pollak
Name: Kimball Pollak
Title: Treasurer

Amended and Restated Trademark Security Agreement

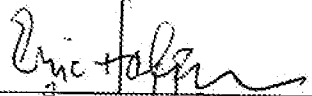
AGREED TO AND ACCEPTED:

BANK LEUMI USA,
as Agent

By: 

Name: Fran Davis

Title: VP

By: 

Name: Eric Halpern

Title: FSVP

[Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005749 FRAME: 0985

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that EILEEN FISHER, INC., a New York corporation ("Grantor") hereby appoints BANK LEUMI USA ("Agent") and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Agent, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Amended and Restated Trademark Security Agreement, dated of even date herewith, by and among Grantor and Agent (the "Trademark Security Agreement")), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of February 24, 2016.

[Signature Page Follows]

[Exhibit A - Trademark Security Agreement]

TRADEMARK
REEL: 005749 FRAME: 0986

EILEEN FISHER, INC., as Grantor

By: Kenneth Pollak
Name: Kenneth Pollak
Title: Treasurer

Special Power of Attorney for Amended and Restated Trademark Security Agreement

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

SEE ATTACHED.

[Schedule 1 - Trademark Security Agreement]

TRADEMARK
REEL: 005749 FRAME: 0988

EILEEN FISHER, INC.

Printed: 2/4/2016

Trademark Report By Title
Search Criteria

Client ID EILEEN
Status ACTIVE

Display Options

Images All

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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E EILEEN FISHER and Design



EILEEN FISHER

UNITED STATES	25521/126170-44	11/12/2010	85/175,987	6/21/2011	3,981,350	REGISTERED	014
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EILEEN FISHER

EILEEN FISHER

BENELUX	25521/111469-4	8/19/1996	877003	8/19/1996	599355	REGISTERED	25
BRAZIL	25521/111469-51	5/24/2011	831039930	8/12/2014	831039930	REGISTERED	14
BRAZIL	25521/111469-55	5/24/2011	831039671	8/12/2014	831039671	REGISTERED	18
BRAZIL	25521/111469-56	5/24/2011	831039680	8/12/2014	831039680	REGISTERED	25
CANADA	25521/126170-10	8/31/2001	1114542-1(extend)	11/19/2003	TMA595,120	REGISTERED	1, 2
CHINA	25521/126170-43	10/19/2010	8754269	11/7/2011	8754269	REGISTERED	025
CHINA	25521/126170-46	5/12/2011	9454926	5/29/2012	9454926	REGISTERED	014
CHINA	25521/111469-57	6/8/2012	11041647	10/14/2013	11041647	REGISTERED	024
ETHIOPIA	25521/126170-63					MAILED	014, 018, 025
HONG KONG	25521/111469-11	7/18/1996	08787	7/18/1996	1998-02701	REGISTERED	25
HONG KONG	25521/126170-45	5/5/2011	301907631	5/5/2011	301907631	REGISTERED	14, 18, 25
INDIA	25521/126170-48	5/18/2011	2146111			PENDING	14, 18, 25
JAPAN	25521/111469-13	2/20/1985	S60-015508	4/30/1987	1948134	REGISTERED	00
MEXICO	25521/126170-20	8/31/2005	138121		969546	REGISTERED	025
MEXICO	25521/126170-49	5/20/2011	1179888	8/16/2012	1304053	REGISTERED	014
MEXICO	25521/126170-50	5/20/2011	1179888	8/16/2012	1304054	REGISTERED	018
MEXICO	25521/126170-65					MAILED	025
PERU	25521/126170-62	8/6/2014	0584748-2014	12/10/2014	009574	REGISTERED	014, 018, 025
SOUTH KOREA	25521/111469-6	9/17/1996	1996/41898	10/20/1998	425582	REGISTERED	25
SOUTH KOREA	25521/126170-30	7/9/2010	40-2010-36059	10/27/2011	887173	REGISTERED	14

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
SOUTH KOREA	25521/126170-31	7/9/2010	40-2010-36060	2/29/2012	907301	REGISTERED	018
SOUTH KOREA	25521/126170-32	7/9/2010	40-2010-36061	11/17/2011	890368	REGISTERED	025
THAILAND	25521/126170-65	10/2/2015	1007473			PENDING	014
THAILAND	25521/126170-67	10/2/2015	1007474			PENDING	018
THAILAND	25521/126170-68	10/2/2015	1007475			PENDING	025
UNITED STATES	25521/111469-7	10/24/1995	75/016,172	9/24/1996	2,003,225	REGISTERED	025
UNITED STATES	25521/126170-23	9/26/2008	77/555,904	6/9/2009	3,634,309	REGISTERED	025
UNITED STATES	25521/126170-28	5/19/2010	85/042,758	1/4/2011	3,900,338	REGISTERED	018, 025
UNITED STATES	25521/126170-29	6/30/2010	85/074,559	1/4/2011	3,900,761	REGISTERED	014

EILEEN FISHER (in Chinese characters)

CHINA	25521/126170-47	5/12/2011	9454929	5/28/2012	9454929	REGISTERED	014
CHINA	25521/111469-52	5/12/2011	9454928	7/7/2012	9454928	REGISTERED	018
CHINA	25521/111469-53	5/12/2011	9454927	5/28/2012	9454927	REGISTERED	025

EILEEN FISHER (IR)

AUSTRALIA	25521/126170-AU	9/7/2010	1051380	9/7/2010	1051380	REGISTERED	14, 18, 25
CHINA	25521/126170-CN	9/7/2010	1051380	9/7/2010	1051380	REGISTERED	14, 18
EUROPEAN UNION (CT)	25521/126170-EU	9/7/2010	1051380	9/7/2010	1051380	REGISTERED	14, 18, 25
ICELAND	25521/126170-IS	9/7/2010	1051380	9/7/2010	1051380	REGISTERED	14, 18, 25
SINGAPORE	25521/126170-SG	9/7/2010	T10/13727E - 1051389/7/2010		1051380	REGISTERED	14, 18, 25
SWITZERLAND	25521/126170-CH	9/7/2010	1051380	9/7/2010	1051380	REGISTERED	14, 18, 25
WIPO	25521/126170-33			9/7/2010	1051380	REGISTERED	14, 18, 25

EILEEN FISHER (IR-SD)

JAPAN	25521/126170-JP/SD	5/4/2011	1051380	5/4/2011	1051380	REGISTERED	014, 018, 025
TURKEY	25521/126170-TR-SD	12/3/2013	1051380	12/3/2013	1051380	REGISTERED	14, 18, 25

EILEEN FISHER and Design

EILEEN FISHER

BRAZIL	25521/111469-17	10/8/1996	819497886	3/23/1999	819497886	REGISTERED	25
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COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
EILEEN FISHER COMPANY STORE							
UNITED STATES	25521/126170-27	12/16/2009	77/895,011	4/5/2011	3,941,655	REGISTERED	035
EILEEN FISHER HOME							
CHINA	25521/126170-58	6/8/2012	11041646	10/14/2013	11041646	REGISTERED	024
UNITED STATES	25521/126170-21	2/7/2006	78/808,932	4/15/2008	3,413,083	REGISTERED	024
EILEEN FISHER LAB							
UNITED STATES	25521/126170-24	12/15/2009	77/893,967	8/17/2010	3,834,310	REGISTERED	025
UNITED STATES	25521/126170-25	12/15/2009	77/893,968	8/17/2010	3,834,311	REGISTERED	035
GREEN EILEEN							
UNITED STATES	25521/111489-54	6/24/2011	85/355,207	7/31/2012	4,182,023	REGISTERED	035
THE FISHER PROJECT							
CANADA	25521/126170-60	2/3/2014	1,662,278			ALLOWED	1, 1
EUROPEAN UNION (CTI)	25521/126170-61	10/16/2013	012227344	3/11/2014	012227344	REGISTERED	014, 018, 025, 035
UNITED STATES	25521/126170-59	9/3/2013	86/054,061	7/7/2015	4,769,364	REGISTERED	025, 035
VISION2020							
UNITED STATES	25521/126170-64	3/2/2015	86/550,530	10/13/2015	4,831,114	REGISTERED	035
END OF REPORT				TOTAL ITEMS SELECTED =		53	