

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rachel Zoe, Inc.		07/29/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GBG USA Inc.		
Street Address:	350 Fifth Avenue		
Internal Address:	9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10118		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3804840	RACHEL ZOE	
Registration Number:	4259344	RACHEL ZOE	
Registration Number:	4255430	RACHEL ZOE	
Registration Number:	4042416	RZ	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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:	212-521-5400		
Email:	sdalfen@reedsmith.com		
Correspondent Name:	Sahra Dalfen		
Address Line 1:	Reed Smith LLP		
Address Line 2:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Sahra Dalfen		
SIGNATURE:	/Sahra Dalfen/		
DATE SIGNED:	08/19/2016		
Total Attachments: 12			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of July 29, 2016, is made by and between Rachel Zoe, Inc., a corporation duly organized and validly existing under the laws of California (the “Grantor”), and GBG USA Inc., a corporation duly organized and validly existing under the laws of Delaware (the “Secured Party”).

WHEREAS, Rachel Zoe Creations, LLC has become indebted to the Secured Party pursuant to that certain Amended and Restated Convertible Promissory Note dated as of the date hereof (the “Note”);

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Note, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of the date hereof, made by and between the Grantor and the Secured Party (the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and 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.

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

1. Grant of Security. As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the obligations under the Note, the Grantor hereby pledges and grants to the Secured Party as hereinafter provided a security interest in all of the Grantor’s right, title and interest in, to and under the following property, in each case whether tangible or intangible, wherever located, and whether now owned by the Grantor or hereafter acquired and whether now existing or hereafter coming into existence:

(a) All United States and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs, now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and

registration applications in the USPTO or any State of the United States, and all extensions or renewals thereof, solely and exclusively relating to and including the trademarks listed on Annex 1 hereto only to the extent that they cover solely contemporary apparel, accessories, footwear and jewelry products that are exploited under classes 14 and 25 of Section 6.1 of Title 37 of the Code of Federal Regulations,

(b) all goodwill associated therewith or symbolized thereby,

(c) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill,

(d) all Proceeds (as defined in Article 9 of the Uniform Commercial Code as in effect from time to time in the State of New York) of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and Proceeds of suit now or hereafter due and/or payable with respect thereto, and

(e) all other rights of any kind accruing under subclauses (a)(b)(c) and (d) or pertaining thereto throughout the world.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

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

4. 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 (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. 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.

6. Governing Law. This Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

(a) Submission to Jurisdiction. The Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Security Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Security Agreement shall affect any right that the Secured Party may otherwise have to bring any action or proceeding relating to this Security Agreement against the Grantor or its properties in the courts of any other jurisdiction.

(b) Waiver of Venue. The Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Security Agreement in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

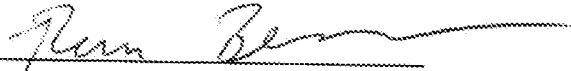
(c) Service of Process. Each party to this Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Security Agreement will affect the right of any party to this Security Agreement to serve process in any other manner permitted by law.

7. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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

GRANTOR:

Rachel Zoe, Inc.

By: 

Name: Rodger Berman

Title: President

AGREED TO AND ACCEPTED:

GBG USA Inc.
as Secured Party

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Security Agreement]

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

GRANTOR:

Rachel Zoe, Inc.

By: _____

Name: Rodger Berman

Title: President

AGREED TO AND ACCEPTED:

GBG USA Inc.

as Secured Party

By: 

Name: Robert K. Smits

Title: EVP - Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ANNEX 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Registration No./Serial No.
RACHEL ZOE word mark	U.S.	Reg. No. 3,804,840
RACHEL ZOE word mark	U.S.	Reg. No. 4,259,344
RACHEL ZOE stylized logo mark 	U.S.	Reg. No. 4,255,430
RZ stylized logo mark 	U.S.	Reg. No. 4,042,416
RACHEL ZOE	Argentina	Reg. No. 3351327
RACHEL ZOE	Argentina	Reg. No. 3351328
RACHEL ZOE	Australia	Reg. No. 1201241

Mark	Country	Registration No./Serial No.
RACHEL ZOE	Belarus	990844
RACHEL ZOE	Belarus	Reg. No. 1133380
RACHEL ZOE	Brazil	Ser. No. 908056125
RACHEL ZOE	Brazil	Ser. No. 908055927
RACHEL ZOE	China	Int'l Reg. No. 1133380
RACHEL ZOE	China	Reg. No. 14388493
RACHEL ZOE	China	Reg. No. 14388491
RACHEL ZOE	Croatia	Reg. No. 1133380

Mark	Country	Registration No./Serial No.
RACHEL ZOE	European Community (includes: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Spain, Sweden, United Kingdom)	Reg. No. 1133380
RACHEL ZOE	European Community (includes: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Spain, Sweden, United Kingdom)	Reg. No. 990844
RACHEL ZOE	Republic of Korea	Int'l Reg. No. 1133380
RACHEL ZOE	Hong Kong	Reg. No. 302985607

Mark	Country	Registration No./Serial No.
RACHEL ZOE	India	Int'l Reg. No. 1201241
RACHEL ZOE	Israel	Int'l Reg. No. 1133380
RACHEL ZOE	Japan	Int'l Reg. No. 990844
RACHEL ZOE	Kuwait	Application No. 156842
RACHEL ZOE	Kuwait	Application No. 156844
RACHEL ZOE	Mexico	Int'l Reg. No. 1201241
RACHEL ZOE	Mexico	Ser. No. M1483747
RACHEL ZOE	Mexico	Ser. No. M1483745

Mark	Country	Registration No./Serial No.
RACHEL ZOE	Monaco	Reg. No. 1133380
RACHEL ZOE	New Zealand	Int'l Reg. No. 1201241
RACHEL ZOE	Norway	Reg. No. 1133380
RACHEL ZOE	Philippines	Reg. No. 1201241
RACHEL ZOE	Russian Federation	Reg. No. 1133380
RACHEL ZOE	Saudi Arabia	Application No. 1435022920
RACHEL ZOE	Saudi Arabia	Application No. 1435022922
RACHEL ZOE	Serbia	Reg. No. 1133380

Mark	Country	Registration No./Serial No.
RACHEL ZOE	Singapore	Reg. No. 1133380
RACHEL ZOE	Switzerland	Reg. No. 1133380
RACHEL ZOE	Taiwan	Reg. No. 01703847
RACHEL ZOE	Thailand	Ser. No. 942893
RACHEL ZOE	Thailand	Ser. No. 942895
RACHEL ZOE	Turkey	Reg. No. 1133380
RACHEL ZOE	Turkey	Reg. No. 201293101
RACHEL ZOE	Ukraine	Reg. No. 1133380

Mark	Country	Registration No./Serial No.
RACHEL ZOE	United Arab Emirates	Ser. No. 219787
RACHEL ZOE	United Arab Emirates	Ser. No. 219785
RACHEL ZOE	Vietnam	Ser. No. 4201416844