

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARVA II, LLC		09/02/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WHITE OAK GLOBAL ADVISORS, LLC		
Street Address:	3 Embarcadero Center, Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	73720771	MARVA	
Serial Number:	77189153	MARVA STONE	
Serial Number:	77189163	THE GALLERIA OF STONE	
Serial Number:	77189175	THE STONE BOUTIQUE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kansley@stradley.com		
Correspondent Name:	Kareem Ansley		
Address Line 1:	Stradley Ronon		
Address Line 2:	100 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	188071-0023		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		
DATE SIGNED:	09/06/2016		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 2, 2016, by **MARVA II, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, as administrative agent (“**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of July 15, 2016, as amended by the First Amendment to Loan and Security Agreement, dated as of even date herewith, by and among Grantor, the other Persons named therein as Loan Parties, Administrative Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Loan Agreement**”), the Lenders have agreed to make Loans for the benefit of Grantor and the other Loan Parties; and

WHEREAS, as security for the Loan Parties’ obligations under the Loan Agreement, pursuant to the terms of the Loan Agreement, Grantor granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a Lien on all Trademarks (as defined in the Loan Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising, provided, that any such Trademark shall exclude any Excluded Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, on behalf of itself and the Lenders, a Lien upon, all of Grantor’s presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the “**Registered Trademarks**”) provided, however, that the Registered Trademarks shall exclude any Excluded Property.
3. **AGREEMENT.** The security interests granted pursuant hereto are one and the same as those granted to Administrative Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. **COUNTERPARTS.** This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.
5. **APPLICABLE LAW.** THIS GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MARVA II, LLC

By: 

Name: _____

Slot Weisberg


Title: _____

manager

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company

By: 
Name: Andre Haidich
Title: Managing Member

SCHEDULE A
to
GRANT OF SECURITY INTEREST IN TRADEMARKS

<u>Mark Application/Mark Registration</u>	<u>Type</u>	<u>Serial Number</u>
MARVA	Typeset Word / Letters / Numbers	73720771
MARVA STONE	Standard Character Mark	77189153
THE GALLERIA OF STONE	Standard Character Mark	77189163
THE STONE BOUTIQUE	Standard Character Mark	77189175