

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399404

<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>
Nation Design Partners LLC		09/09/2016	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Univest Bank and Trust Co.		
<b>Street Address:</b>	4390 Davisville Road		
<b>City:</b>	Hatboro		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19040		
<b>Entity Type:</b>	financial institution: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5023775	TRÉS JOLIE	
<b>Registration Number:</b>	5023546	NATION DESIGN	
<b>Serial Number:</b>	86894188	NVELOP	
<b>Serial Number:</b>	86892658	ENVELOP	
<b>Serial Number:</b>	86892648	INVELOP	
<b>Serial Number:</b>	86719438	MONET	
<b>Registration Number:</b>	4552785	TRES JOLIE	
<b>Registration Number:</b>	4483869	NATION DESIGN	
<b>Registration Number:</b>	3425737	MY JEANS	
<b>Registration Number:</b>	3423571	THINK TANK	
<b>Registration Number:</b>	2614964	THINK TANK	
<b>Registration Number:</b>	2177829	MY SHIRTS	
<b>Registration Number:</b>	2051578	MY CLOTHES	
<b>Registration Number:</b>	1984590	MY WEEKEND CLOTHES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126311241		
<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>	212-714-3079		

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**Email:** trademarks@whiteandwilliams.com  
**Correspondent Name:** Randy Friedberg  
**Address Line 1:** White and Williams LLP  
**Address Line 2:** 7 Times Square, Suite 2900  
**Address Line 4:** New York, NEW YORK 10036

**NAME OF SUBMITTER:** Randy Friedberg

**SIGNATURE:** /randyfriedberg/

**DATE SIGNED:** 09/22/2016

**Total Attachments: 13**

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**PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY  
AGREEMENT**

**THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT** (this “**Agreement**”) is made effective as of the 9th day of September, 2016 by and between **NATION DESIGN PARTNERS LLC** (“**Assignor**”) and **UNIVEST BANK AND TRUST CO.** (“**Assignee**”).

**BACKGROUND**

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and between Assignee and Assignor (as may be amended, modified or restated from time to time, the “**Loan Agreement**”), Assignee agreed to extend to Assignor a revolving credit facility.

B. The Loan Agreement provides, inter alia, that Assignor will grant to Assignee a security interest in all of Assignor’s assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interests.**

2.1 **Security Interest.** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby assigns, mortgages and pledges to Assignee and grants to Assignee a security interest in, 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, all of such Assignor’s right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **section 2.2**, below, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit “A”**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "C" attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(c) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

2.2 **Security Interest.** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby mortgages and pledges to Assignee and grants to Assignee a security interest in, 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, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in section 2.1, above, the "**Collateral**");

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on Exhibit "B", attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement or the Loan Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor and used in the Business. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations has been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, upon reasonable notice at reasonable times to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that, during the continuance of an Event of Default, Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, materially consistent with quality of said products as of the date hereof; (iii) not to materially adversely change the quality of said products without

Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application of Assignor pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights as necessary or reasonably advisable in the conduct of Assignor's business, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** During the continuance of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Upon notice to Assignor, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10.**

11. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege

hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability**. The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification**. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement**. All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) during the continuance of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) during the continuance of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security 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 Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits**. This Security Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law**. This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Security Agreement effective the day and year first above written.

**NATION DESIGN PARTNERS LLC**  
By:   
Name/Title: Barbara L. Romm

**UNIVEST BANK AND TRUST CO.**  
By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_



**ACKNOWLEDGMENT**

STATE OF NEW YORK :

COUNTY OF NEW YORK :

SS

On this 9TH day of September, 2016, before me, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared BARBARA L RONON, the CEO of NATION DESIGN PARTNERS LLC, a Pennsylvania limited liability company, who I am satisfied is the person who executed the foregoing instrument; and he acknowledged that he executed the foregoing instrument as the act of the company and that he was authorized to execute the foregoing instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Okey Arizor

Notary Public

Commission expires: 6-30-2020

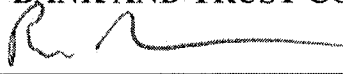
**OKEY ARIZOR**  
Notary Public, State of New York  
No. 01AR6189659  
Qualified in Bronx County  
Commission Expires June 30, 2020

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement effective the day and year first above written.

**NATION DESIGN PARTNERS LLC**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**UNIVEST BANK AND TRUST CO.**

By:  \_\_\_\_\_  
Name/Title: Ramzi Dagher, Vice President

**ACKNOWLEDGMENT**

STATE OF PA :

COUNTY OF Bucks :

SS

On this 9<sup>th</sup> day of September, 2016, before me, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared Ramzi Dagher, the V.P. of UNIVEST BANK AND TRUST CO., who I am satisfied is the person who executed the foregoing instrument; and he acknowledged that he executed the foregoing instrument as the act of the Bank and that he was authorized to execute the foregoing instrument on behalf of the Bank.

Elizabeth A. Rubino

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Elizabeth A. Rubino, Notary Public  
Northampton Twp., Bucks County  
My Commission Expires Sept. 25, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**EXHIBIT "A"**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

**Patents**

**NONE**

**EXHIBIT "B"**  
to  
**Patents, Trademarks, Copyrights and Licenses Security Agreement**  
**Trademarks**

Mark	Registration / Serial Number	Registration / Filing Date
TRÉS JOLIE	Reg. No. 5023775	08/16/2016
NATION DESIGN	Reg. No. 5023546	08/16/2016
NVELOP	Ser. No. 86894188	02/02/2016
ENVELOP	Ser. No. 86892658	02/01/2016
INVELOP	Ser. No. 86892648	02/01/2016
MONET	Ser. No. 86719438	08/10/2015
TRES JOLIE	Reg. No. 4552785	06/17/2014
NATION DESIGN	Reg. No. 4483869	02/18/2014
MY JEANS	Reg. No. 3425737	05/13/2008
THINK TANK	Reg. No. 3423571	05/06/2008
THINK TANK	Reg. No. 2614964	09/03/2002
MY SHIRTS	Reg. No. 2177829	08/04/1998
MY CLOTHES	Reg. No. 2051578	04/08/1997
MY WEEKEND CLOTHES	Reg. No. 1984590	07/02/1996

**EXHIBIT "C"**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**  
**Copyrights**

**NONE**

**EXHIBIT "D"**

**TO**

**PATENTS, TRADEMARKS, COPYRIGHTS  
AND LICENSES SECURITY AGREEMENT**

**Licenses**

**NONE**

17748022v.2

**RECORDED: 09/22/2016**

**TRADEMARK  
REEL: 005894 FRAME: 0874**