

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE WORTH COLLECTION, LTD		09/29/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Agent
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	86445977	DESIGNED IN NEW YORK. LIVED IN EVERYWHER
Serial Number:	86445970	INTO THE WARDROBE
Serial Number:	86445963	LIVED IN EVERYWHERE
Serial Number:	85080238	MOMENT
Serial Number:	86445965	NEWS WORTHY
Serial Number:	86445974	SKETCH TO STITCH
Serial Number:	86445957	STYLE GETS SOCIAL
Serial Number:	86445968	THE CRAFT
Serial Number:	78977085	THE WORTH COLLECTION
Serial Number:	85412267	W W BY WORTH
Serial Number:	85983967	W W BY WORTH
Serial Number:	86445950	WHERE FASHION GETS PERSONAL
Serial Number:	86445958	WINDOWS INTO WORTH
Serial Number:	86445978	WOMEN OF W BY WORTH
Serial Number:	78747457	WORTH
Serial Number:	78187863	WORTH
Serial Number:	74667704	WORTH
Serial Number:	74667705	WORTH
Serial Number:	85412313	WORTH NEW YORK

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85979031	WORTH NEW YORK
Serial Number:	87036691	WORTH WAREHOUSE
Serial Number:	76008440	WORTHSTYLE
Serial Number:	74732197	WORTHWEAR
Serial Number:	76008439	WORTHWHILE...WORTHSTYLE
Serial Number:	77530365	WW
Serial Number:	78370066	WW
Serial Number:	76263593	WW
Serial Number:	74675222	WW

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	23772.015003
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	10/19/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Monroe Capital Management Advisors, LLC ("Monroe"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit and Security Agreement, dated as of September 29, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers and the Lenders from time to time party thereto and Monroe, as Agent for the Lenders, have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Credit Agreement, to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, but in all events excluding all Excluded Collateral (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery by fax or by encrypted e-mail or e-mail file attachment of any counterpart Authenticated by an authorized signature will be deemed the equivalent of the delivery of the original Authenticated agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

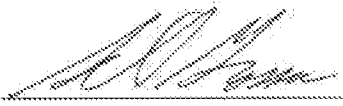
[SIGNATURE PAGES FOLLOW]

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

THE WORTH COLLECTION, LTD.

as Grantor

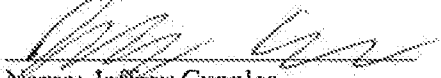
By: _____


Name: Seth Grossman

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:





MONROE CAPITAL MANAGEMENT ADVISORS, LLC
as Agent

By: 
Name: Jeffrey Cupples
Title: Managing Director

Schedule 1

Mark	Jurisdiction	Application No./ Filing Date	Registration No./ Registration Date	Owner
DESIGNED IN NEW YORK. LIVED IN EVERYWHERE.	U.S.	86/445977 11/5/2014	—	The Worth Collection, Ltd.
INTO THE WARDROBE	U.S.	86/445970 11/5/2014	—	The Worth Collection, Ltd.
LIVED IN EVERYWHERE	U.S.	86/445963 11/5/2014	—	The Worth Collection, Ltd.
MOMENT	U.S.	85/080238 7/8/2010	3987124 6/28/2011	The Worth Collection, Ltd.
NEWS WORTHY	U.S.	86/445965 11/5/2014	—	The Worth Collection, Ltd.
SKETCH TO STITCH	U.S.	86/445974 11/5/2014	—	The Worth Collection, Ltd.
STYLE GETS SOCIAL	U.S.	86/445957 11/5/2014	—	The Worth Collection, Ltd.
THE CRAFT	U.S.	86/445968 11/5/2014	—	The Worth Collection, Ltd.
THE WORTH COLLECTION	U.S.	78/977085 2/18/2004	3231685 4/17/2007	The Worth Collection, Ltd.
W W BY WORTH (Stylized)  W BY WORTH	U.S.	85/412267 8/31/2011	—	The Worth Collection, Ltd.
W W BY WORTH (Stylized)  W BY WORTH	U.S.	85/983967 8/31/2011	4902267 2/16/2016	The Worth Collection, Ltd.
WHERE FASHION GETS PERSONAL	U.S.	86/445950 11/5/2014	—	The Worth Collection, Ltd.
WINDOWS INTO WORTH	U.S.	86/445958 11/5/2014	—	The Worth Collection, Ltd.
WOMEN OF W BY WORTH	U.S.	86/445978 11/5/2014	—	The Worth Collection, Ltd.

Trademark Security Agreement

Mark	Jurisdiction	Application No./ Filing Date	Registration No./ Registration Date	Owner
WORTH	U.S.	78/747457 11/4/2005	3192417 1/2/2007	The Worth Collection, Ltd.
WORTH	U.S.	78/187863 11/22/2002	2966181 7/12/2005	The Worth Collection, Ltd.
WORTH	U.S.	74/667704 4/28/1995	2061993 5/13/1997	The Worth Collection, Ltd.
WORTH	U.S.	74/667705 4/28/1995	2073038 6/24/1997	The Worth Collection, Ltd.
WORTH NEW YORK (Stylized) WORTH NEW YORK	U.S.	85/412313 8/31/2011	4433007 11/12/2013	The Worth Collection, Ltd.
WORTH NEW YORK (Stylized) WORTH NEW YORK	U.S.	85/979031 8/31/2011	4336391 5/14/2013	The Worth Collection, Ltd.
WORTH WAREHOUSE	U.S.	87/036691 5/13/2016	—	The Worth Collection, Ltd.
WORTHSTYLE	U.S.	76/008440 3/23/2000	2423561 1/23/2001	The Worth Collection, Ltd.
WORTHWEAR	U.S.	74/732197 9/21/1995	2298403 12/7/1999	The Worth Collection, Ltd.
WORTHWHILE...WORTHSTYLE	U.S.	76/008439 3/23/2000	2423560 1/23/2001	The Worth Collection, Ltd.
WW (Stylized) 	U.S.	77/530365 7/24/2008	4110564 3/13/2012	The Worth Collection, Ltd.
WW (Stylized) 	U.S.	78/370066 2/18/2004	3502941 9/16/2008	The Worth Collection, Ltd.
WW (Stylized) 	U.S.	76/263593 5/25/2001	2609440 8/20/2002	The Worth Collection, Ltd.
WW (Stylized) 	U.S.	74/675222 5/16/1995	1965677 4/2/1996	The Worth Collection, Ltd.

Trademark Security Agreement