

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM406283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ursa Minor B.V.		11/21/2016	Corporation: NETHERLANDS
RECEIVING PARTY DATA			
Name:	ACM Capital Fund I, LLC		
Street Address:	2601 South Bayshore Drive, Suite 725		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33133		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1153940	THE ORIGINAL GHURKA BAG	
Registration Number:	1594122	GHURKA	
Registration Number:	2385867	GHURKA	
Registration Number:	2433747	GHURKA	
Registration Number:	2386603	GHURKA	
CORRESPONDENCE DATA			
Fax Number:	3056753977		
<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:	(305) 777-0411		
Email:	mbales@balesandbales.com		
Correspondent Name:	Matt E. Bales, Jr.		
Address Line 1:	4000 Ponce de Leon Blvd., Suite 470		
Address Line 4:	Coral Gables, FLORIDA 33146		
NAME OF SUBMITTER:	Matt E. Bales Jr.		
SIGNATURE:	/Matt E. Bales, Jr./		
DATE SIGNED:	11/22/2016		
Total Attachments: 4			
source=Trademark Assignment (executed)#page1.tif			

OP \$140.00 1153940

source=Trademark Assignment (executed)#page2.tif

source=Trademark Assignment (executed)#page3.tif

source=Trademark Assignment (executed)#page4.tif

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Ursa Minor B.V., a company organized under the laws of the Netherlands (the “Grantor”), with principal offices at Schiphol Blvd. 399, 1118 BJ, Schiphol, Netherlands, hereby grants to ACM Capital Fund I, LLC, a Florida limited liability company, as Collateral Agent (the “Grantee”), with principal offices at 2601 South Bayshore Drive, Suite 725, Miami, Florida 33133, a continuing security interest in all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in, to and under (i) the United States trademarks, trademark registrations and trademark applications (the “Marks”) set forth on Schedule A attached hereto, and all reissues, extensions or renewals of the Marks, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) any claims by the Grantor against any third party relating to the Marks, including, but not limited to, any past, present or future infringement or dilution of any of the Marks or any unfair competition claims relating to the marks, or any injury to the goodwill associated with the Marks. Notwithstanding the foregoing, nothing contained herein or in the Security Agreement referred to below shall be deemed to assign, pledge or grant a security interest in any of Grantor’s “intent-to-use” applications for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, 15 U.S.C. § 1051 or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act, 15 U.S.C. § 1051 with respect thereto, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application or any resulting registration.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement made by the Grantor in favor of the Grantee, dated as of November 21, 2016 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Upon the indefeasible repayment in full and satisfaction of the Secured Obligations, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

THIS GRANT has been granted as of November 21, 2016 in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Grant of Security Interest in United States Trademarks to be duly executed by their duly authorized officers as of the date first stated above.

GRANTOR:

URSA MINOR B.V.

By: 

Name: Arnold Cohen

Title: Chief Executive Officer

GRANTEE:

ACM CAPITAL FUND I, LLC

By: _____

Name: James F. Martin

Title: Manager

IN WITNESS WHEREOF, the parties have caused this Grant of Security Interest in United States Trademarks to be duly executed by their duly authorized officers as of the date first stated above.


GRANTOR:

URSA MINOR B.V.


By: _____
Name:
Title:

GRANTEE:

ACM CAPITAL FUND I, LLC

By:  _____
Name: James F. Martin
Title: Manager

SCHEDULE A

Trademark	Class(es) and Goods	App. Number and Date	Reg. Number and Date
	18: luggage, handbags, belts, wallets and umbrellas	73/211,428 April 13, 1979	1,153,940 May 12, 1981
GHURKA	14: wrist watches and watch straps 18: handbags, luggage, travelling bags, all-purpose sports bags, attache cases, wallets, and travelling trunks 25: belts	73/803,800 June 1, 1989	1,594,122 May 1, 1990
GHURKA	42: providing a web site of information on luggage, hand bags, belts, watches, travelling bags, all-purpose sports bags, attache cases, travelling trunks, key cases, umbrellas, personal organizers, pocket calendars, agendas, diaries and other small leather goods	75/175,954 October 2, 1996	2,385,867 September 12, 2000
GHURKA	09: eyeglass cases	75/175,955 October 2, 1996	2,433,747 March 6, 2001
GHURKA	20: furniture 25: coats, footwear, gloves, hosiery, jackets, sweaters, shirts, and slippers	75/979,641 October 2, 1996	2,386,603 September 12, 2000