

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
David Webb LLC		01/12/2017	Limited Liability Company: NEW YORK
David Webb Intellectual Holdings LLC		01/12/2017	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A., as Administrative Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4089875	DAVID WEBB
Registration Number:	4089876	DAVID W WEBB
Registration Number:	4092393	W
Registration Number:	4151792	W
Registration Number:	4226338	W
Serial Number:	86354451	BOLDLY CREATED. BOLDLY WORN.
Serial Number:	86382005	DAVID WEBB
Serial Number:	86381987	DAVID WEBB NEW YORK
Serial Number:	86497984	DIPPED IN SUGAR
Serial Number:	86810833	TOOL CHEST
Serial Number:	86810865	TOTEM COLLECTION
Serial Number:	86382011	W
Serial Number:	86354460	WEBB

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

TRADEMARK

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F167746

NAME OF SUBMITTER: Kimberly Calvi

SIGNATURE: /Kimberly Calvi/

DATE SIGNED: 01/12/2017

Total Attachments: 7

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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the “Agreement”), dated as of January 12, 2017, is made by and between **DAVID WEBB LLC**, a New York limited liability company and **DAVID WEBB INTELLECTUAL HOLDINGS LLC**, a New York limited liability company (collectively, “Company”), and **CITIZENS BANK, N.A.**, a national banking association (“Citizens”), individually as a Lender, as administrative agent (in such capacity, “Administrative Agent”) for itself and any other financial institution which is or becomes a party hereto as a lender (each such financial institution, including Citizens, is referred to hereinafter individually as a “Lender” and collectively as the “Lenders”).

Recitals

A. Company and Administrative Agent, among others, are parties to a Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), dated the same date as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Lenders have required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of each Company’s right, title and interest in and to all copyrightable works and all copyrights of Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

“Patents” means all of each Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,

(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. Company hereby irrevocably pledges, assigns and transfers to Administrative Agent and (to the extent provided herein) its Affiliates, for the benefit of Lenders, a continuing security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Loan and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Loan and Security Agreement and Company hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Loan and Security Agreement. Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

DAVID WEBB LLC, as Company

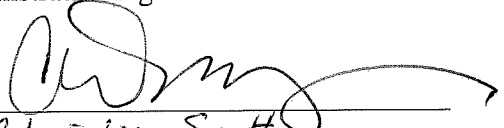
By: _____
Name: MARK EMMANUEL
Its: MANAGER

DAVID WEBB INTELLECTUAL HOLDINGS LLC, as Company

By: _____
Name: MARK EMMANUEL
Its: MANAGER

[Signature Page to Copyright, Patent and Trademark Security Agreement]

CITIZENS BANK, N.A.,
as Administrative Agent

By: 
Name: Christine Scott
Its: SVP

[Signature Page to Copyright, Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005965 FRAME: 0456

EXHIBIT A

UNITED STATES COPYRIGHTS

<u>Copyrights</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Ski Slope Ring	David Webb LLC	2/12/2014	Pending before U.S. Copyright Office Appeal Board	1-1215156291
Crocodile Cuff	David Webb LLC*	7/24/1987	Registered	VA0000269230
Lion Design Gold Cuff	David Webb LLC*	8/20/1987	Registered	VA0000271223
David Webb Jewelry, Objects and Sketches	David Webb LLC	12/13/2013	Registered	VAu001150968
David Webb: The Quintessential American Jeweler	David Webb LLC	12/22/2014	Registered	VA0001953008
Unregistered copyrights in jewelry designs authored by David Webb for David Webb, Inc. and assigned to David Webb LLC in 2010	David Webb LLC	n/a	n/a	n/a

EXHIBIT B

UNITED STATES ISSUED PATENTS

NONE

UNITED STATES PATENT APPLICATIONS

NONE

EXHIBIT C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

TRADEMARKS	OWNER	APPLICATION / FILING DATE	APPLICATION / REGISTRATION NO.
Boldly Created. Boldly worn.	David Webb LLC	7/31/2014	86/354,451
David Webb	David Webb LLC	12/14/2010	4,089,875
[Design]	David Webb LLC	12/14/2010	4,089,876
David Webb	David Webb LLC	8/31/2014	86/382,005
[Design]	David Webb LLC	8/31/2014	86/381,987
Dipped In Sugar	David Webb LLC	1/27/2015	86/497,984
Tool Chest	David Webb LLC	11/5/2015	86/810,833
Totem Collection	David Webb LLC	11/5/2015	86/810,865
[Design]	David Webb LLC	12/14/2010	4,092,393
[Design]	David Webb LLC	12/14/2010	4,151,792
[Design]	David Webb LLC	12/14/2010	4,226,338
[Design]	David Webb LLC	8/31/2014	86/382,011
Webb	David Webb LLC	7/31/2014	86/354,460

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