

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412901

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lucchese, Inc.		01/06/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor, Mail Code: TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4991257	LUCCHESE BOOTMAKER	
Registration Number:	4914077	LL	
Registration Number:	4523235	1883 LL LUCCHESE BOOTMAKER	
Registration Number:	4271731	LUCCHESE SINCE 1883	
Registration Number:	4053216	SPIRIT BY LUCCHESE	
Registration Number:	4049387	SPIRIT BY LUCCHESE	
Registration Number:	4048626	SPIRIT BY LUCCHESE	
Registration Number:	2982208	CHARLIE 1 HORSE	
Registration Number:	2979870	CHARLIE 1 HORSE	
Registration Number:	3891388	LUCCHESE SINCE 1883	
Registration Number:	2778004	CHARLIE 1 HORSE HAT CO.	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,angelique.waddell@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$290.00 4991257

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	01/19/2017
Total Attachments: 5 source=Lucchese_BOA_Security#page1.tif source=Lucchese_BOA_Security#page2.tif source=Lucchese_BOA_Security#page3.tif source=Lucchese_BOA_Security#page4.tif source=Lucchese_BOA_Security#page5.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 6, 2017 is made by **LUCCHESI, INC.**, a Delaware corporation (the "Grantor"), in favor of **BANK OF AMERICA N.A.**, as lender (together with its successors and assigns, "Lender") for the benefit of the Secured Parties. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the same meanings as the terms defined in the Loan Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantor is together with each such other Person as may be joined thereto as the Borrowers under the Loan and Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between the Borrowers and the Lender;

WHEREAS, pursuant to the Loan Agreement, the Grantor pledged and granted to the Lender for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (as defined below); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to enter into the Loan Agreement and to induce the Lender to make their respective extensions of credit to the Borrowers thereunder, the Grantor agrees, for the benefit of the Lender and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement.

As used herein "Trademarks" shall mean all of Grantor's (or if referring to another Person, such other Person's) now existing or hereafter acquired right, title, and interest in and to: (i) all of Grantor's (or if referring to another Person, such other Person's) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development and goodwill of the business relating thereto; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on

Schedule A hereto) (collectively, the "Collateral"), to the Lender for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of January, 2017.

LUCCHESI, INC.,
as Grantor

By: 
Name: Michael S. Lucchese
Title: V.P. Finance

[Signature Page to Trademark Security Agreement]

[Lucchese, Inc.]
#48749387

TRADEMARK
REEL: 005969 FRAME: 0251

BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Lisa Huynh
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

{Lucchese, Inc.}
#48749387

TRADEMARK
REEL: 005969 FRAME: 0252

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Owner of Record</u>	<u>Trademark</u>	<u>Registration/Application Number</u>
Lucchese, Inc.	Lucchese Bootmaker	4991257
Lucchese, Inc.	LL	4914077
Lucchese, Inc.	1883 LL Lucchese Bootmaker	4523235
Lucchese, Inc.	Lucchese Since 1883	4271731
Lucchese, Inc.	Spirit by Lucchese	4053216
Lucchese, Inc.	Spirit by Lucchese	4049387
Lucchese, Inc.	Spirit by Lucchese	4048626
Lucchese, Inc.	Charlie 1 Horse	2982208
Lucchese, Inc.	Charlie 1 Horse	2979870
Lucchese, Inc.	Lucchese Since 1883	3891388
Lucchese, Inc.	Charlie 1 Horse Hat Co.	2778004

[Lucchese] Grant of Security Interest in Trademark Rights
#48749387