

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM418633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CABI, LLC		03/01/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc.		
Street Address:	500 Boylston Street		
Internal Address:	Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4020580	CA	
Registration Number:	3192304	CABI	
Registration Number:	4955716	CABI	
Registration Number:	3192305	CABI	
Serial Number:	86523455	CABI	
Registration Number:	4980004	CABI	
Registration Number:	3226900	CABI	
Registration Number:	3259078	CAROL ANDERSON	
Registration Number:	4432724	CAROL ANDERSON	
Registration Number:	3133821	CAROL ANDERSON BY INVITATION	
Registration Number:	3495335	CAROL ANDERSON BY INVITATION	
Serial Number:	86769660	CAROL ANDERSON BY INVITATION	
Registration Number:	4208666	FASHION FRIENDS & FUN	
Registration Number:	4922028	LOVE, CAROL COLLECTION	
Registration Number:	4922027	LOVE, CAROL COLLECTION	
Registration Number:	4275559	THE SCOOP	
Registration Number:	5087211	W.E. ARE CABI	

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Property Type	Number	Word Mark
Registration Number:	4183454	WEAR THE CLOTHES DO THE SHOWS & PROPOSE
Registration Number:	4811993	WOMEN ON PURPOSE
Serial Number:	86633617	LOVE, CAROL COLLECTION
Serial Number:	86633620	LOVE, CAROL COLLECTION
Registration Number:	1999976	CAROL ANDERSON
Registration Number:	3872658	FASHION FRIENDS AND FUN

CORRESPONDENCE DATA

Fax Number:

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: 203-355-3827

Email: cbutler@fdh.com

Correspondent Name: Christopher Butler c/o Finn Dixon & Herl

Address Line 1: Six Landmark Square

Address Line 2: Floor Six

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Christopher Butler
SIGNATURE:	/s/Christopher Butler
DATE SIGNED:	03/07/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”) dated as of March 1, 2017 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of NEWSTAR FINANCIAL, INC. (“NewStar”), as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, CAbi Holding Co. LLC, a Delaware limited liability company (“Holdco”), CAbi, LLC, a California limited liability company (the “Company”), the other Credit Parties from time to time party thereto, Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of March 1, 2017 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Trademark Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or

indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Agreement.

SECTION 4. Execution in Counterparts. This Trademark Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

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

CABI, LLC,
as Initial Grantor

By: 

Name: Brian Ripperger

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

NEWSTAR FINANCIAL, INC. ,
as Agent

By: 

Name:

Title:

Robert Hornstein
Managing Director
NewStar Financial, Inc.

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Filing/Registration Date
Cabi, LLC	CA Logo	Appl. No. 85/148,717 Reg. No. 4,020,580	Filing Date 10/8/2010 Reg. Date 8/30/2011
Cabi, LLC	CABI	Appl. No. 78/733,041 Reg. No. 3,192,304	Filing Date 10/13/2005 Reg. Date 1/2/2007
Cabi, LLC	CABI	Appl. No. 86/769,659 Reg. No. 4,955,716	Filing Date 9/26/2015 Reg. Date 5/10/2016
Cabi, LLC	CAbi (Stylized)	Appl. No. 78/733,043 Reg. No. 3,192,305	Filing Date 10/13/2005 Reg. Date 1/2/2007
Cabi, LLC	cabi (Stylized)	Appl. No. 86/523,455	Filing Date 2/3/2015
Cabi, LLC	cabi (Stylized)	Appl. No. 86/978,792 Reg. No. 4,980,004	Filing Date 2/3/2015 Reg. Date 6/14/2016
Cabi, LLC	CABI and Design (Dress Design)	Appl. No. 78/733,045 Reg. No. 3,226,900	Filing Date 10/13/2005 Reg. Date 4/10/2007
Cabi, LLC	CAROL ANDERSON	Appl. No. 78/159,857 Reg. No. 3,259,078	Filing Date 8/30/2002 Reg. Date 7/3/2007
Cabi, LLC	CAROL ANDERSON	Appl. No. 77/806,170 Reg. No. 4,432,724	Filing Date 8/17/2009 Reg. Date 11/12/2013
Cabi, LLC	CAROL ANDERSON BY INVITATION	Appl. No. 78/373,389 Reg. No. 3,133,821	Filing Date 2/24/2004 Reg. Date 8/22/2006

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Filing/Registration Date
Cabi, LLC	CAROL ANDERSON BY INVITATION	Appl. No. 77/369,974 Reg. No. 3,495,335	Filing Date 1/11/2008 Reg. Date 9/2/2008
Cabi, LLC	CAROL ANDERSON BY INVITATION	Appl. No. 86/769,660	Filing Date 9/26/2015
Cabi, LLC	FASHION FRIENDS & FUN	Appl. No. 85/352,589 Reg. No. 4,208,666	Filing Date 6/22/2011 Reg. Date 9/18/2012
Cabi, LLC	LOVE, CAROL COLLECTION	Appl. No. 86/633,938 Reg. No. 4,922,028	Filing Date 5/18/2015 Reg. Date 3/22/2016
Cabi, LLC	LOVE, CAROL COLLECTION (Stylized)	Appl. No. 86/633,937 Reg. No. 4,922,027	Filing Date 5/18/2015 Reg. Date 3/22/2016
Cabi, LLC	THE SCOOP	Appl. No. 85/642,068 Reg. No. 4,275,559	Filing Date 6/4/2012 Reg. Date 1/15/2013
Cabi, LLC	w.e. are cabi	Appl. No. 86/510,412 Reg. No. 5,087,211	Filing Date 1/21/2015 Reg. Date 11/22/2016
Cabi, LLC	WEAR THE CLOTHES DO THE SHOWS & PROPOSE	Appl. No. 85/547,514 Reg. No. 4,183,454	Filing Date 2/20/2012 Reg. Date 7/31/2012
Cabi, LLC	WOMEN ON PURPOSE	Appl. No. 86/523,453 Reg. No. 4,811,993	Filing Date 2/3/2015 Reg. Date 9/15/2015
Cabi, LLC	LOVE, CAROL COLLECTION (Stylized)	Appl. No. 86/633,617	Filing Date 5/18/2015

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Filing/Registration Date
Cabi, LLC	LOVE, CAROL COLLECTION	Appl. No. 86/633,620	Filing Date 5/18/2015
Cabi, LLC	CAROL ANDERSON	Appl. No. 75/005,095 Reg. No. 1,999,976	Filing Date 10/13/1995 Reg. Date 9/10/1996
Cabi, LLC	FASHION FRIENDS AND FUN	App. No. 77/952,844 Reg. No. 3,872,658	Filing Date 3/8/2010 Reg. Date 11/9/2010