

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418650

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Monique Lhuillier Licensing, LLC		02/24/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merchant Factors Corp.		
<b>Street Address:</b>	1441 Broadway, 22nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4830742	MONIQUE LHUILLIER	
<b>Registration Number:</b>	4276426	MONIQUE LHUILLIER	
<b>Registration Number:</b>	4169065	MONIQUE LHUILLIER	
<b>Registration Number:</b>	3992783	BLISS BY MONIQUE LHUILLIER	
<b>Registration Number:</b>	3894154	MONIQUE LHUILLIER	
<b>Registration Number:</b>	3897563	MONIQUE LHUILLIER	
<b>Registration Number:</b>	3894153	MONIQUE LHUILLIER	
<b>Registration Number:</b>	3897562	MONIQUE LHUILLIER	
<b>Registration Number:</b>	3894152	MONIQUE LHUILLIER	
<b>Registration Number:</b>	3894151	MONIQUE LHUILLIER	
<b>Registration Number:</b>	3894150	MONIQUE LHUILLIER	
<b>Registration Number:</b>	3635774	MONIQUE LHUILLIER	
<b>Registration Number:</b>	2400136	MONIQUE LHUILLIER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8188279060		
<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>			
<b>Phone:</b>	(818) 827-9000		
<b>Email:</b>	jkobulnick@bg.law		
<b>TRADEMARK</b>			

CH \$340.00 4830742

**Correspondent Name:** Jeffrey A. Kobulnick  
**Address Line 1:** 21650 Oxnard Street  
**Address Line 2:** Suite 500  
**Address Line 4:** Woodland Hills, CALIFORNIA 91367

**ATTORNEY DOCKET NUMBER:** 2464.106 DEG-SB

**NAME OF SUBMITTER:** Jeffrey A. Kobulnick

**SIGNATURE:** /Jeffrey A. Kobulnick/

**DATE SIGNED:** 03/07/2017

**Total Attachments: 3**

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **MONIQUE LHUILLIER LICENSING, LLC**, a California limited liability company with its principal place of business at 4533 Pacific Blvd., Vernon, California 90058 ("Grantor"), hereby assigns, grants and mortgages to **Merchant Factors Corp.**, a New York corporation with offices at 1441 Broadway, 22nd Floor, New York, New York, 10018 and 800 South Figueroa Street, Suite 730, Los Angeles, California 90017 ("Grantee"), a collateral security interest in and a general lien upon, and a conditional assignment of the following (collectively referred to herein as the "Collateral"): (a) all of Grantors' right, title and interest in and to, and arising after the date hereof, the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto and as amended, supplemented or modified from time to time; (b) the goodwill of the business of Grantor symbolized by each of the Trademarks; (c) in each case, together with all proceeds as set forth in the Agreement (as defined below); and (d) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, claim of unfair competition and related causes of action regarding the same.

THIS SECURITY AGREEMENT is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantors, as such term is defined in the Intellectual Property Trademark Collateral Assignment and Security Agreement between the Grantors and the Grantee, dated as of February 24, 2017 (as amended from time to time, the "Agreement"). Upon the occurrence of an Event of Default, as that term is defined in the Agreement, Grantee shall exercise its rights and remedies with respect to the Collateral. This Security Agreement has been entered into in conjunction with the trademark collateral assignment and security interest granted to the Grantee under the Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Security Agreement are deemed to conflict with the Agreement, the provisions of the Agreement shall govern.

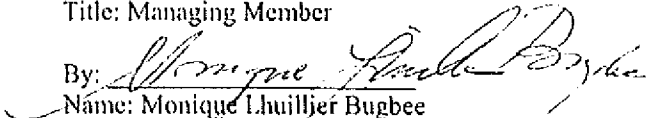
The undersigned have executed this Security Agreement as of February 24, 2017.

**MONIQUE LHUILLIER LICENSING, LLC**

By: 

Name: Thomas J. Bugbee

Title: Managing Member

By: 

Name: Monique Lhuillier Bugbee

Title: Managing Member

**MERCHANT FACTORS CORP.**

By: 

Name: Adam Winter

Title: President/CEO

*Grant of Security Interest in and Mortgage of US Trademarks to be filed with the USPTO*

EXHIBIT A  
TO  
INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

TRADEMARKS

United States Trademark Registrations

Mark	Reg. No.	Goods	Registration Date	
1	MONIQUE LHUILLIER	4830742	IC 025: Bottoms; Dresses; Footwear; Jackets; Tops.	October 13, 2015
2	MONIQUE LHUILLIER	4276426	IC 003: Reeds and scented oils sold as a unit for use in room scent diffusers.	January 15, 2013
3	MONIQUE LHUILLIER	4169065	IC 004: Candles; Scented candles.	July 3, 2012
4	<b>BLISS</b> <i>by Monique Lhuillier</i>	3992783	IC 025: Wedding dresses; Wedding gowns.	July 12, 2011
5	MONIQUE LHUILLIER	3894154	IC 016: Envelopes; Folders; Letter paper; Seals; Stationery.	December 21, 2010
6	MONIQUE LHUILLIER	3897563	IC 024: Bath towels; Bed blankets; Bed sheets; Bed spreads; Blanket throws; Coverlets; Covers for cushions; Curtains; Draperies; Duvets; Fabric table runners; Fabric table toppers; Pillow cases; Pillow covers; Pillow shams; Shams; Table cloths not of paper; Table linen; Table mats not of paper; Textile napkins; Textile place mats; Towels; Wash cloths; Window curtains.	December 28, 2010
7	MONIQUE LHUILLIER	3894153	IC 018: Handbags; Purses.	December 21, 2010
8	MONIQUE LHUILLIER	3897562	IC 020: Picture frames.	December 28, 2010
9	MONIQUE LHUILLIER	3894152	IC 021: Barware, namely, Cake stands; Candle holders; Dinnerware; Figurines of porcelain; Glass beverageware; Napkin holders; Napkin rings; Serving trays; Stemware; Vases.	December 21, 2010

Mark	Reg. No.	Goods	Registration Date	
10	MONIQUE LHUILLIER	3894151	IC 025: Belts; Blouses; Coverups; Headwear; Jackets; Pants; Shirts; Shorts; Skirts; Sweaters; Swim wear; T-shirts; Vests.	December 21, 2010
11	MONIQUE LHUILLIER	3894150	IC 014: Brooches; Jewelry; Jewelry boxes; Necklaces; Pins being jewelry.	December 21, 2010
12	MONIQUE LHUILLIER	3635774	IC 008: Flatware, namely, forks, knives, and spoons; Tableware namely, knives, forks and spoons.	June 9, 2009
13	MONIQUE LHUILLIER	2400136	IC 025: Apparel; namely, bridal gowns, gowns, dresses and veils.	October 31, 2000

**DOMAIN NAMES AND WEBSITES**

MONIQUELHUILLIER.COM

**SOCIAL MEDIA ACCOUNTS**

Facebook Account Username Official MoniqueLhuillier  
Twitter Account Username M\_Lhuillier  
Instagram Account User names Moniquelhuillier and moniquelhuillierbride  
Pinterest Account Username M-Lhuillier  
YouTube Account Username Moniquelhuillier