

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM425893

<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>
MJC ACQUISITION, LLC		05/01/2017	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC		
<b>Internal Address:</b>	500 FIRST AVENUE		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4368488	PLATINUM	
<b>Registration Number:</b>	4511848	GOOD HART	
<b>Registration Number:</b>	4511849	PAINT BY NUMBERS	
<b>Registration Number:</b>	4368485	MATILDA JANE	
<b>Registration Number:</b>	4841703	MATILDA JANE	
<b>Registration Number:</b>	4841701	MATILDA JANE	
<b>Registration Number:</b>	5004020	435	
<b>Registration Number:</b>	3815731	TRUNK KEEPER	
<b>Registration Number:</b>	3414019	MATILDA JANE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	215-569-5619		
<b>Email:</b>	PECSENYE@BLANKROME.COM		
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE		
<b>Address Line 1:</b>	BLANK ROME LLP		
<b>Address Line 2:</b>	ONE LOGAN SQUARE		

OP \$240.00 4368488

<b>Address Line 4:</b> PHILADELPHIA, PENNSYLVANIA 19103	
<b>ATTORNEY DOCKET NUMBER:</b>	074658-17027
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	05/02/2017
<b>Total Attachments: 5</b> source=IP Security Agreement (Matilda)#page1.tif source=IP Security Agreement (Matilda)#page2.tif source=IP Security Agreement (Matilda)#page3.tif source=IP Security Agreement (Matilda)#page4.tif source=IP Security Agreement (Matilda)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 1st day of May, 2017, by MJC ACQUISITION, LLC, an Indiana limited liability company (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “Credit Agreement”), by and among Grantor, Matilda Jane Holdings, Inc., a Delaware corporation (“Holdco”), MJCB, Inc., an Indiana corporation (“MJCB”, together with Grantor, Holdco and any Person joined thereto from time to time as a borrower, collectively the “Borrowers”, and each individually a “Borrower”), each Person joined as a guarantor to the Credit Agreement from time to time (the “Guarantors”, and together with the Borrowers, collectively, the “Loan Parties”, and each individually, a “Loan Party”), the lenders from time to time party thereto (the “Lenders”), Agent and THL Corporate Finance, Inc., as documentation agent (in such capacity, together with its successors and assigns, the “Documentation Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”):

(a) all of Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business

connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Loan Party to Agent, the Lenders or any of them pursuant to the Credit Agreement or any Other Document.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: (A) Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof and (B) other than the Liens granted to Agent hereunder, Grantor has not granted any Liens on any of its IP Collateral to any other Person other than Permitted Encumbrances.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

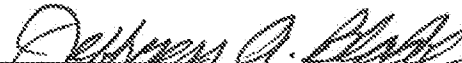
9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

10. TERMINATION. The security interest granted in the IP Collateral and this Agreement shall terminate upon the termination or expiration of the Credit Agreement and the satisfaction of all of the Obligations (other than inchoate indemnity obligations) secured under the Credit Agreement.

*[Signature Page Follows]*

The undersigned has signed this Agreement as of the day and year first above written.

MJC ACQUISITION, LLC

By: 

Name: Jeff Blade

Title: Chief Executive Officer

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None

II. Patents and Patent Applications

None

III. Trademarks and Trademark Applications

#	Grantor	Mark	Serial/ Registration Number
1.	MJC Acquisition, LLC	PLATINUM stylized registered trademark	4,368,488 (U.S.A.)
2.	MJC Acquisition, LLC	GOOD HART standard character registered trademark	4,511,848 (U.S.A.)
3.	MJC Acquisition, LLC	PAINT BY NUMBERS standard character registered trademark	4,511,849 (U.S.A.)
4.	MJC Acquisition, LLC	MATILDA JANE standard character registered trademark	4,368,485 (U.S.A.)
5.	MJC Acquisition, LLC	MATILDA JANE stylized registered trademark	4,841,703 (U.S.A.)
6.	MJC Acquisition, LLC	MATILDA JANE standard character registered trademark	4,841,701 (U.S.A.)
7.	MJC Acquisition, LLC	435 standard character registered trademark	5,004,020 (U.S.A.)
8.	MJC Acquisition, LLC	TRUNK KEEPER standard character registered trademark	3,815,731 (U.S.A.)
9.	MJC Acquisition, LLC	MATILDA JANE AND DESIGN stylized registered trademark	3,414,019 (U.S.A.)

[Intellectual Property Security Agreement]  
Schedule 1