

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429867

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	103677227

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Michael Stars, Inc.		12/31/2016	Corporation:

RECEIVING PARTY DATA

Name:	The Suzanne Lerner Trust
Street Address:	12955 South Chadron Avenue
City:	Hawthorne
State/Country:	CALIFORNIA
Postal Code:	90250
Entity Type:	Trust: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77953275	M BY MICHAEL STARS
Serial Number:	77332346	MICHAEL STARS
Serial Number:	77332344	MICHAEL STARS
Serial Number:	76656594	MICHAEL STARS
Serial Number:	76335365	MICHAEL STARS
Serial Number:	76335256	MICHAEL STARS
Serial Number:	76576703	MICHAEL STARS THE ORIGINAL TEE
Serial Number:	75649322	MICHAEL STARS
Serial Number:	73680554	MICHAEL STARS
Registration Number:	4529774	M BY MICHAEL STARS
Registration Number:	3981810	MICHAEL STARS
Registration Number:	3752762	MICHAEL STARS
Registration Number:	2722456	MICHAEL STARS
Registration Number:	2744166	MICHAEL STARS
Registration Number:	3122355	MICHAEL STARS THE ORIGINAL TEE
Registration Number:	2332061	MICHAEL STARS
Registration Number:	1488585	MICHAEL STARS

CORRESPONDENCE DATA**Fax Number:** 2136208816*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:** 213-622-5555**Email:** MERTMAN@ALLENMATKINS.COM**Correspondent Name:** MATTHEW J. ERTMAN**Address Line 1:** 865 SOUTH FIGUEROA STREET, SUITE 2800**Address Line 4:** LOS ANGELES, UNITED STATES 90017

NAME OF SUBMITTER:	Matthew J. Ertman
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SIGNATURE:	/Matthew J. Ertman/
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DATE SIGNED:	06/02/2017
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Total Attachments: 9

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SECURITY AGREEMENT

This SECURITY AGREEMENT ("**Agreement**") is made by MICHAEL STARS, INC., a California corporation (the "**Borrower**"), in favor of THE SUZANNE LERNER TRUST (the "**Secured Party**").

A. Secured Party has made advances totaling \$12,458,836.05 and anticipates making further advances (collectively, the "**Loan**") to Borrower pursuant to that certain Secured Promissory Note (the "**Note**") issued by Borrower to Secured Party on the date hereunder; and

B. As a condition to the Loan, the Borrower is required to execute and deliver this Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to make the Loan, the Borrower agrees, for the benefit of Secured Party, as follows:

1. **Defined Terms.** All terms defined in the Uniform Commercial Code of the State of California (the "**UCC**"), and used herein shall have the same definitions herein as specified therein. The parties intend that the collateral definitions have the broadest possible meaning and interpretation under the UCC. All other capitalized but undefined terms shall have the following meanings:

"**Event of Default**" has the meaning provided in the Note.

"**Obligations**" means the following obligations of Borrower to Secured Party, now existing or later arising, direct or indirect, absolute or contingent, due or to become due: (i) the performance of this Agreement; (ii) the performance of the Note, and repayment of any amounts that Borrower may owe to Secured Party pursuant to the Note; (iii) the repayment of any amounts that Secured Party may advance or spend for the maintenance or preservation of the Collateral and any other expenditures that Secured Party may make under the provisions of this Agreement or for the benefit of Borrower; and (iv) any of the foregoing that arises after the filing of a petition by or against Borrower under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

2. **Security Interest.** Borrower hereby grants to the Secured Party a continuing security interest in all of its right, title and interest in now owned or hereafter acquired Accounts, Chattel Paper, Deposit Accounts, Documents, General Intangibles, Goods, Instruments, Investment Property, Letter of Credit Rights, Letters of Credit and Money, and Proceeds and Products thereof (collectively, the "**Collateral**"); provided, however, to the extent that the mere granting of a security interest in certain of the Collateral would constitute a breach of a contract or other instrument governing such Collateral and the breach of which would result in the impairment of the value of such Collateral, the security interest granted herein shall be limited in such cases to a security interest in the Proceeds of such Collateral.

3. **Secured Obligations.** This Security Agreement is given to secure the payment and performance of all the Obligations (collectively "**Secured Obligations**"). Regardless of the adequacy of any security which the Secured Party may at any time hold or acquire hereunder or in connection with any other transactions, any monies owing from the Secured Party to Borrower, or any property of Borrower in the possession of the Secured Party, shall constitute additional

security for, and may be set off against, the Secured Obligations even though they may not otherwise be due.

4. Use of Collateral. Borrower shall: (i) comply with all laws and governmental regulations applicable to the use of the Collateral, and (ii) not use or knowingly permit the use of the Collateral in any unlawful manner. Borrower represents and warrants that the Collateral is and will be held for Borrower's own use.

5. Representations and Warranties. Borrower represents and warrants that the name set forth immediately above Borrower's signature at the end of this Agreement is the full and correct legal name of Borrower and Borrower will give the Secured Party prior written notice of any change in Borrower's name:

6. Ownership, Liens, etc. Borrower warrants and agrees that: (i) Borrower shall procure or execute and deliver to the Secured Party such title certificates, financing statements, and other documents as the Secured Party may request from time to time to allow the Secured Party to confirm or perfect the security interest granted hereunder; and (ii) Borrower will fully and punctually perform any duty reasonably required of it in connection with the Collateral and will not take any action which will impair, damage or destroy the Secured Party's rights with respect to the Collateral hereunder or the value thereof. Borrower authorizes the Secured Party to file a financing statement describing the Collateral.

7. Appointment of Attorney in Fact. Borrower hereby irrevocably appoints the Secured Party Borrower's true and lawful attorney, with full authority in the place of Borrower and in the name of Borrower or otherwise, after an Event of Default has occurred and is continuing, (i) to demand any and all amounts which may be or become due or payable to Borrower with respect to the Collateral, including, without limitation, to enforce Borrower's rights against the account debtors and obligors, and (ii) in the Secured Party's sole discretion to file any claim or take any action or proceeding which the Secured Party deems necessary or desirable in order to collect or enforce payment of any and all amounts which may become due or owing with respect to the Collateral. The acceptance of this appointment by the Secured Party shall not obligate it to perform any duty, covenant or obligation required to be performed by Borrower under or by virtue of the Collateral or to take any action in connection therewith.

8. Taxes and Other Charges. Borrower will pay before delinquency all taxes or other governmental charges levied against the Collateral and any Secured Obligation.

9. Condition. Borrower will keep the Collateral in good condition and repair.

10. Removal, Sale and Accounting. Without the prior written consent of the Secured Party, Borrower will not, outside the ordinary course of business, directly or indirectly sell, lease, transfer, assign or otherwise dispose of more than *de minimis* amounts of any Collateral.

11. Notices. All notices required or permitted under this Agreement shall be effective when a record has been delivered personally or mailed by first class mail, postage prepaid, and return receipt requested, to the Secured Party at 12955 S. Chadron Ave., Hawthorne, Ca 90250, and to Borrower at the mailing address specified at the end of this Agreement, or at such alternative address as may be provided by one party to the other party in writing from time to time.

12. Remedies. Upon the occurrence of an Event of a Default, Borrower agrees that the Secured Party may (but shall not be obligated to) exercise one or more of the following

cumulative rights and remedies: (i) accelerate the maturity, declare immediately due and recover from Borrower all of the Secured Obligations; (ii) enter any premises where the Collateral is located and take possession of it without notice, demand or legal proceedings; (iii) require Borrower to assemble the Collateral and make it available to the Secured Party at such place as the Secured Party may reasonably designate; (iv) sell or otherwise dispose of all or any portion of the Collateral in a public or private transaction, apply the net disposition proceeds to the Secured Obligations, and recover from Borrower any deficiency balance of Secured Obligations remaining after application of the net disposition proceeds (or return to Borrower any balance remaining after satisfaction in full of the Secured Obligations); and (v) pursue any other remedy available at law or in equity.

13. Foreclosure Proceedings.

13.1 Notice of Sale. To the extent that notice of sale shall be required by law to be given, Borrower agrees that a period of seven (7) days from the time the notice is sent shall be a reasonable period of notification of a sale or other disposition of Collateral by the Secured Party, and that any notice or other communication from the Secured Party to Borrower pursuant to this Agreement or required by any statute may be given to Borrower at the mailing address specified at the end of this Agreement or at such other address as Borrower may provide to the Secured Party in writing from time to time.

13.2 Condition of Collateral. The Secured Party has no obligation to clean up or otherwise prepare the Collateral for sale.

13.3 No Obligation to Pursue Others. The Secured Party has no obligation to attempt to satisfy the Secured Obligations by collecting them from any other person liable for them and the Secured Party may release, modify or waive any collateral provided by any other person to secure any of the Secured Obligations, all without affecting the Secured Party's rights against Borrower. Borrower waives any right it may have to require the Secured Party to pursue any third person for any of the Secured Obligations.

13.4 Compliance with Other Laws. The Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

13.5 Warranties. The Secured Party may sell the Collateral without giving any warranties as to the Collateral. The Secured Party may specifically disclaim warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

13.6 Sales on Credit. If the Secured Party sells any of the Collateral upon credit, Borrower will be credited only with payments actually made by the purchaser, received by the Secured Party and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, the Secured Party may resell the Collateral and Borrower shall be credited with the proceeds of the sale.

14. Fees and Expenses; Default Interest. The Secured Party may (but shall not be obligated to) pay any tax, assessment, insurance premium, recording or filing fee, or other expense for the protection or perfection of the Secured Party's interests in the Collateral. Borrower agrees to pay the Secured Party on demand all fees and expenses, including, without

limitation, reasonable attorneys' fees and disbursements incurred by the Secured Party (a) in all efforts made to enforce payment of any of the Secured Obligations, or (b) in connection with the modification, amendment, administration and enforcement of the Secured Obligations, or (c) in any dispute relating to the interpretation, enforcement or performance of the Secured Obligations, in any event whether through judicial proceedings, including bankruptcy, or otherwise. All such fees and expenses shall bear interest from the date incurred at a rate that is equal to ten percent (10%) per annum or the maximum rate permitted by applicable law, whichever is less.

15. Termination; Release. When all Secured Obligations have been paid in full, this Agreement shall terminate, and the Secured Party authorizes Borrower to execute, deliver and file proper instruments (including UCC termination statements on form UCC-2 or UCC-3, as the case may be) acknowledging the termination of this Agreement, and the Secured Party will duly assign, transfer and deliver to Borrower (without recourse and without any representation or warranty) such of the Collateral as may be in possession of the Secured Party and has not theretofore been sold or otherwise applied or released pursuant to this Agreement.

16. Partial Assignments. The interests of the Secured Party may be separately assigned to one or more third persons who, following such assignment, shall become secured parties hereunder.

17. Further Assurances. Borrower, at its sole cost and expense, will at any time and from time to time hereafter (a) execute such financing statements and other instruments and perform such other acts as may be necessary or as the Secured Party may reasonably request to establish and maintain the security interests herein granted by Borrower to the Secured Party and the priority and continued perfection thereof; and (b) deliver all such other instruments and perform all such other acts as the Secured Party may reasonably request to carry out the transactions contemplated by this Agreement.

18. Release of Collateral, etc. The obligations of Borrower shall not be affected by the release or substitution of any portion of the Collateral or by the release of or any renewal or extensions of time to any party to any instrument, obligation or liability secured hereby or to which Borrower is a party. The Secured Party shall not be bound to resort to or exhaust its recourse or to take any action against other parties or other collateral. Borrower hereby waives presentment, demand, protest, notice of protest, notice of non-acceptance or non-payment, and any right it may have to require the Secured Party to pursue any third person for any indebtedness, obligation or liability secured hereby. Borrower waives and will not assert against any assignee of the Secured Party any claims, defenses or set-offs which Borrower could assert against the Secured Party except defenses which cannot be waived.

19. Hold Harmless. Borrower will indemnify, defend and hold the Secured Party and its agents, successors, heirs and assigns (each an "Indemnified Party") harmless from all liability, loss, damage or expense, including reasonable attorneys' fees and disbursements, that the Indemnified Party may incur resulting from, arising out of or relating to Indemnified Party's actions described herein and good faith efforts to comply with or enforce the terms of this Agreement or the Secured Obligations, provided, however, said indemnification shall not apply to the extent that any such liability, loss, damage or expense arises out of or is based solely upon the Indemnified Party's willful misconduct or gross negligence. The covenants set forth in this Section 19 shall survive the termination of this Agreement.

20. No Waiver; Remedies Cumulative. This Agreement shall not be qualified or supplemented by course of dealing. No amendment, modification, termination or waiver of any

provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the Secured Party and, in the case of any such amendment or modification, by Borrower. No waiver or indulgence by the Secured Party as to any required performance by Borrower shall constitute a waiver as to any required performance or other obligations of Borrower hereunder. The exercise of any right, power, or remedy shall in no event constitute a cure or waiver of any Event of Default nor prejudice the right of the Secured Party in the exercise of any right hereunder or thereunder. The rights and remedies provided herein are cumulative and not exclusive of any right or remedy provided by law.

21. Entire Agreement. Except as set forth herein to the contrary, this Agreement supersedes all prior discussions with respect to that subject matter and may not be amended, except in a writing duly executed by Borrower and authorized representatives of the Secured Party.

22. Severability. In case any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction; and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

23. Governing Law. The validity and construction of this Agreement shall be governed by and the internal laws of the State of California, without reference to California principles of conflicts of laws, except to the extent that the UCC requires that the perfection, priority or enforcement of the security interests provided for herein may be governed by the law of the jurisdiction where Borrower resides or Collateral is located.

24. Consent to Jurisdiction. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any state or federal court sitting in Los Angeles, California, in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement and irrevocably waives to the fullest extent permitted by law any objection which it may now or hereafter have to the laying of venue in any such action or proceeding in any such forum, and hereby further irrevocably waives any claim that any such forum is an inconvenient forum. Borrower agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing herein shall impair the right of the Secured Party to bring any action or proceeding against Borrower or its property in the courts of any other jurisdiction.

25. Waiver of Jury Trial. TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW, BORROWER AND ADMINISTRATIVE AGENT EACH HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO IN CONNECTION THEREWITH, ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY OR ANY OF THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

26. Successors. This Agreement inures to the benefit of the Secured Party and its successors and assigns, and shall bind the successors and assigns of Borrower. Borrower may not assign its rights and obligations hereunder without the prior written consent of the Secured Party.

27. **Other Agreements.** The terms of this Agreement are intended to supplement and not to replace or be replaced by the terms of any other agreement between Borrower and the Secured Party and the rights and remedies herein provided to the Secured Party are intended to be cumulative of and in addition to all rights and remedies conferred by any other agreement between Borrower and the Secured Party. If Borrower has previously executed a security agreement in favor of the Secured Party, the prior agreement shall remain effective except to the extent it is inconsistent with this Agreement.

28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

* * * *

EXECUTED as of the 31st day of December, 2016.

MICHAEL STARS, INC.

By: 

Jeff Busse
Chief Financial Officer

Notice Address:

12955 South Chadron Avenue
Hawthorne, CA 90250-5526

05/09/2017



Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/17)

103677227

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

MAY 08 2017

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

BY:

1. Name of conveying party(ies):

Michael Stars, Inc.

- Individual(s)
- Partnership
- Corporation- State: California
- Other:
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 31, 2016

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Suzanne Lerner Trust

Street Address: 12955 South Chadron Avenue

City: Hawthorne

State: CA

Country: USA Zip: 90250

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Trust Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s) Text
77953275, 77332346, 77332344; 76656694, 76336365,
76335256, 76576703, 75649322, 73680554

B. Trademark Registration No.(s)
4529774, 3981810, 3752762, 2722466, 2744166, 3122355,
2332061, 1488585

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew J. Ertman

Internal Address:

Street Address: 865 South Figueroa Street, Suite 2800

City: Los Angeles

State: CA Zip: 90017

Phone Number: (213) 622-5555

Docket Number:

Email Address: mertman@allenmatkins.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Suzanne Lerner

Signature

March 27 2017

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460 80002 77953275

01 FC:8521
02 FC:8322

40.00 OP
400.00 OP



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

May 23, 2017

PTAS

MATTHEW J. ERTMAN
865 SOUTH FIGUEROA STREET, SUITE 2800
LOS ANGELES, CA 90017



103677227

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The cover sheet submitted for recording is not acceptable. To record a document in the Assignment Recordation Branch, a document evidencing the security agreement must accompany the cover sheet.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, June 22, 2017**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Assignments originally filed by paper and facsimile

You can use the electronic Resubmission form even if you originally submitted your assignment paperwork to the Assignment Recordation Branch by paper or facsimile. Once you enter your Document ID and Access Code as shown on the Notice of Non-Recordation, the Resubmission form will prepopulate with most information from the cover sheet you originally submitted. However, it will not prepopulate with the Conveying party and Receiving party information. You will have to reenter this information.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 103677227

Access Code: A9UJVNOTONOL3XP

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MAURICE CARTER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV

RECORDED: 05/08/2017

TRADEMARK
REEL: 006070 FRAME: 0386