

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429633

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MAMIYE IP HOLDINGS LLC		03/28/2017	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE CIT GROUP/COMMERCIAL SERVICES, INC.		
<b>Street Address:</b>	11 West 42nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4891554	HABITUAL NEW YORK, LOS ANGELES	
<b>Registration Number:</b>	3780365	H	
<b>Registration Number:</b>	3751590		
<b>Registration Number:</b>	3061597		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	80091442		
<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>	614-280-3568		
<b>Email:</b>	John.Salvage@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation System		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Corenda R. Lewis		
<b>SIGNATURE:</b>	/Corenda R. Lewis/		
<b>DATE SIGNED:</b>	06/01/2017		
<b>Total Attachments: 4</b>			
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### RECORDATION 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.

**1. Name of conveying party(ies):**

MAMIYE IP HOLDINGS LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) March 28, 2017

- 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 CIT GROUP/COMMERCIAL SERVICES, INC.

Street Address: 11 West 42nd Street

City: New York

State: New York

Country: USA Zip: 10036

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

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: John Salvage

Internal Address: CT Corporation System

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3568

Docket Number: \_\_\_\_\_

Email Address: John.Salvage@wolterskluwer.com

**6. Total number of applications and registrations involved:**

4

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

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: 

Signature

June 1, 2017

Date

Corenda R. Lewis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0146, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK ASSIGNMENT OF SECURITY**

Dated: March 28, 2017

WHEREAS, MAMIYE IP HOLDINGS LLC, a New York limited liability company, (“**Grantor**”), has adopted, used and is using the marks shown in the attached Schedule A (the “**Marks**”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to THE CIT GROUP/COMMERCIAL SERVICES, INC., as agent for the Lenders (as defined below) (“**Agent**”) pursuant to (i) a certain Amended and Restated Financing Agreement, dated as of December 29, 2003 (as amended, modified, restated or supplemented from time to time, the “**Financing Agreement**”) with the financial institutions named therein or which hereafter become a party thereto (each a “**Lender**” and collectively, the “**Lenders**”) and (ii) a certain Amended and Restated Security Agreement dated as of December 29, 2003, made by Grantor in favor of Agent for the benefit of the Lenders, (as each may be amended, modified, restated or supplemented from time to time, collectively, the “**Agreements**”); and

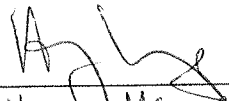
WHEREAS, pursuant to the Agreements, Grantor is granting to Agent for the benefit of the Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign unto Agent and grant to Agent for the benefit of the Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Agent with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

[Signature page follows this page]

MAMIYE IP HOLDINGS LLC,  
as Grantor

By:   
Name: Hyman Mamiye  
Title: Manager

[Signature page to Trademark Assignment of Security]

TRADEMARK  
REEL: 006074 FRAME: 0843

SCHEDULE A

<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
HABITUAL NEW YORK, LOS ANGELES & Design	United States	4891554	Jan. 26, 2016
H Stitch Design	United States	3780365	April 27, 2010
Cross Pocket Design	United States	3751590	Feb. 23, 2010
H & Cross Pocket Design	United States	3061597	Feb. 28, 2006

[Schedule A to Trademark Assignment of Security]