

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pop & Suki, Inc.		06/26/2017	Corporation:
RECEIVING PARTY DATA			
Name:	ASSEMBLED RETAIL LLC		
Street Address:	76 Greene Street, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87073395	POP & SUKI	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2489319597		
Email:	hannah@klukpianko.com		
Correspondent Name:	Hannah Pianko		
Address Line 1:	187 Lafayette Street, 7th Floor		
Address Line 4:	New York, NEW YORK 10013		
NAME OF SUBMITTER:	Hannah Pianko		
SIGNATURE:	/Hannah Pianko/		
DATE SIGNED:	07/03/2017		
Total Attachments: 6			
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OP \$40.00 87073395

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into this 26th day of June, 2017 (the "Agreement") by and between **POP & SUKI, INC.**, a Delaware corporation, with a place of business at 7904 Santa Monica Blvd, Suite 300, West Hollywood, CA 90046 ("Borrower") and **ASSEMBLED RETAIL LLC**, a Delaware limited liability company, with a place of business at 76 Greene Street, 4th Floor, New York, New York 10012 ("Lender").

RECITALS

WHEREAS, Borrower has extended a Loan to Lender pursuant to the terms and conditions of that certain credit agreement dated as of the date hereof by and between Borrower and Lender (the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement).

WHEREAS, under the terms of the Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower's intellectual property.

WHEREAS, this Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office and the United States Copyright Office, and sets forth Borrower's pledge of its intellectual property as security for the Borrower's Obligations owed Lender under the Credit Agreement and the other Loan Documents.

1. Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with

respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

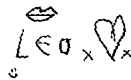
6. Governing Law. Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

POP & SUKI, INC.

By:  _____
Name: Leo Seigal
Title: Chief Executive Officer

Agreed and accepted:

LENDER:

ASSEMBLED RETAIL LLC,
a Delaware limited liability company

By: Assembled Brands Group LLC,
a Delaware limited liability company and its
manager

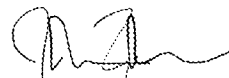
By:  _____
Name: John Zdanowski
Title: Chief Financial Officer

Exhibit 1

List of Patents, Trademarks, and Copyrights

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	[Record Owner]

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	[Record Owner]

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
"Pop & Suki"	Federal	87073395	June 16, 2016	Pop & Suki, Inc.

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date