

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437245

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Grant of Security Interest in United States Trademarks

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST NIAGARA COMMERCIAL FINANCE, INC., a wholly owned subsidiary of KeyBank National Association (as successor by merger to first Niagara Bank, N.A.)		07/28/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Keybank National Association
<b>Street Address:</b>	3 Allied Drive, Suite 210
<b>City:</b>	Dedham
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02026
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1777935	CASHMERE CASHMERE
Registration Number:	2385232	LXRI
Registration Number:	2449296	RICHARD WAITHE
Registration Number:	2613434	GENEVA
Registration Number:	2885562	FORTE
Registration Number:	2641284	GRIFFEN
Registration Number:	2607381	FORTE
Registration Number:	2619169	KINROSS
Registration Number:	2666195	GLEN LYON
Registration Number:	2744464	BROOKMORE
Registration Number:	2677424	GLENSHIEL
Registration Number:	2830680	LUXURY FOR LIVING
Registration Number:	3275816	SAFFRON
Registration Number:	3356791	FIONA
Registration Number:	3573045	KEIRA

OP \$440.00 1777935

Property Type	Number	Word Mark
Registration Number:	3612871	
Registration Number:	3033049	JUST CASHMERE

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2023704750  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Darlena Bari Stark  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F171714
<b>NAME OF SUBMITTER:</b>	ANDREW NASH
<b>SIGNATURE:</b>	/ANDREW NASH/
<b>DATE SIGNED:</b>	07/31/2017

**Total Attachments: 6**

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**ASSIGNMENT OF GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**WITNESSETH:**

As of July 28, 2017

WHEREAS, reference is made to (a) that certain Amended and Restated Credit Agreement dated as of January 3, 2015 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Credit Agreement**”), by and among (i) DAWSON FORTE, LLP, a Massachusetts limited liability partnership and successor by merger to Dawson Forte, LLC, a Massachusetts limited liability company, for itself (in such capacity, the “**Grantor**”) and as agent (in such capacity, the “**Lead Borrower**”) for the Borrowers party thereto from time to time, (ii) the Borrowers and Guarantors party thereto from time to time, (iii) FIRST NIAGARA COMMERCIAL FINANCE, INC., a wholly-owned subsidiary of KeyBank National Association (as successor by merger to First Niagara Bank, N.A.), as grantee, assignee and secured party (in such capacity, the “**Assignor**”), and (iv) KEYBANK NATIONAL ASSOCIATION (as successor by merger to First Niagara Bank, N.A.), as L/C Issuer, (b) that certain Security Agreement dated as of June 30, 2014 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Security Agreement**”), by and among the Assignor and the Grantors party thereto from time to time (including the Grantor), and the Assignor, (c) that certain Grant of Security Interest in United States Trademarks, dated as of June 30, 2014, by and between the Grantor and the Assignor, which was recorded with the United States Patent and Trademark Office on July 7, 2014, at Reel 5314, Frame 0850 (as amended (including pursuant to the 2015 Trademark Amendment referred to below), the “**Trademark Agreement**”), and (d) that certain First Amendment to Grant of Security Interest in United States Trademarks, dated as of January 3, 2015, by and between the Grantor and the Assignor, which was recorded with the United States Patent and Trademark Office on January 23, 2015, at Reel 5444, Frame 0974 (the “**2015 Trademark Amendment**”, and together with the Credit Agreement, the Security Agreement and the Trademark Agreement, collectively, the “**Existing Agreements**”). Unless otherwise defined herein, terms used in this Assignment of Grant of Security Interest in United States Trademarks (this “**Assignment**”) have the meanings provided in the Security Agreement or the Trademark Agreement, as applicable.

WHEREAS, pursuant to the Existing Agreements, the Grantor granted to the Assignor a security interest in (i) all of the Grantor’s right, title and interest in, to and under the Marks set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date of the Existing Agreements for infringement of any of the Marks or unfair competition regarding the same (collectively, the “**Trademark Collateral**”).

WHEREAS, effective as of the date hereof, the Assignor has assigned to **KEYBANK NATIONAL ASSOCIATION**, a national banking association (“**Assignee**”), such security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby transfers, conveys, assigns, and delivers to

the Assignee any lien and security interest which was granted to the Assignor pursuant to the Existing Agreements in all Trademark Collateral, including those Marks set forth on Schedule A attached hereto.

The Assignor hereby authorizes the Assignee and its designees, including the Grantor or the Grantor's authorized representative, at the Assignee's sole cost and expense, to record this Assignment with the United States Patent and Trademark Office.

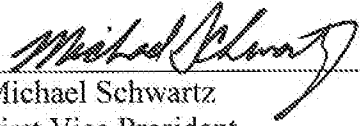
This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

[Signature pages follow]

*IN WITNESS WHEREOF*, the Assignor has executed this Agreement as of the date above first written.

ASSIGNOR:

FIRST NIAGARA COMMERCIAL FINANCE,  
INC.

By:   
Name: Michael Schwartz  
Title: First Vice President

Acknowledged and Accepted by:

**GRANTOR:**

**DAWSON FORTE, LLP (successor by merger to  
Dawson Forte, LLC)**

By: 

Name: Andrew D. Bartness

Title: President

Acknowledged and Accepted by:

ASSIGNEE:

KEYBANK NATIONAL ASSOCIATION

By:   
Name: Michael Schwartz  
Title: KBBC Portfolio Manager II

SCHEDULE A

Marks

Mark	Owner	Application/ Registration No.	Application/ Registration Date
CASHMERE CASHMERE	Dawson Forte, LLC	1777935	June 22, 1993
LXRI	Dawson Forte, LLC	2385232	September 12, 2000
RICHARD WAITHE	Dawson Forte, LLC	2449296	May 8, 2001
GENEVA	Dawson Forte, LLC	2613434	August 27, 2002
FORTE	Dawson Forte, LLC	2885562	September 21, 2004
GRIFFEN	Dawson Forte, LLC	2641284	October 22, 2002
FORTE	Dawson Forte, LLC	2607381	August 13, 2002
KINROSS	Dawson Forte, LLC	2619169	September 10, 2002
GLEN LYON	Dawson Forte, LLC	2666195	December 24, 2002
BROOKMORE	Dawson Forte, LLC	2744464	July 29, 2003
GLENSHIEL	Dawson Forte, LLC	2677424	January 21, 2003
LUXURY FOR LIVING	Dawson Forte, LLC	2830680	April 6, 2004
SAFFRON	Dawson Forte, LLC	3275816	August 7, 2007
FIONA	Dawson Forte, LLC	3356791	December 18, 2007
KEIRA	Dawson Forte, LLC	3573045	February 10, 2009
[Design Only]	Dawson Forte, LLC	3612871	April 28, 2009
JUST CASHMERE	Dawson Forte, LLC	3033049	December 20, 2005

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