

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMS ACQUISITION, LLC		07/31/2017	Limited Liability Company: DELAWARE
H.M.S. PRODUCTIONS INC.		07/31/2017	Corporation: NEW YORK
ELDEEN CLOTHING INC.		07/31/2017	Corporation: NEW YORK
SANDY HILL HMS HOLDINGS, LLC		07/31/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	IRONWOOD MEZZANINE FUND IV-A LP, As Agent
Street Address:	45 Nod Road
City:	Avon
State/Country:	CONNECTICUT
Postal Code:	06001
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2134914	CABLE & GAUGE
Serial Number:	87389899	CG CABLE & GAUGE
Serial Number:	87203202	CG CABLE & GAUGE
Registration Number:	4621657	CG CG CG CG
Serial Number:	87299276	FLINT & MOSS
Serial Number:	87195396	FUTURE CONTESSA
Serial Number:	86686240	GREY & GRAY
Registration Number:	2520391	ILLIG
Registration Number:	3477615	IT STARTS AT THE TOP
Registration Number:	4732881	IT STARTS AT THE TOP
Registration Number:	2211480	POINTELLE
Serial Number:	87195438	RISE & BLOOM
Registration Number:	3535297	SPENSE
Registration Number:	4929040	SPENSER JEREMY
Registration Number:	2264202	

OP \$390.00 2134914

TRADEMARK

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: 203-722-2037
Email: cguilmette@uks.com
Correspondent Name: Michael J. Palmieri, Esquire
Address Line 1: 265 Church Street
Address Line 2: Updike, Kelly & Spellacy, P.C.
Address Line 4: New Haven, CONNECTICUT 06510

NAME OF SUBMITTER:	CHRISTINE GUILMETTE
SIGNATURE:	/CHRISTINE GUILMETTE/
DATE SIGNED:	08/08/2017

Total Attachments: 13

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This instrument/agreement and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement"), dated as of July 31, 2017, among IRONWOOD MEZZANINE FUND IV-A LP, a Delaware limited partnership (the "Junior Agent"), SANDY HILL HMS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), HMS ACQUISITION, LLC, a Delaware limited liability company ("HMS Acquisition Co.") H.M.S. PRODUCTIONS INC., a New York corporation ("HMS"), ELDEEN CLOTHING INC., a New York corporation ("Eldeen," and together with HMS Acquisition Co., HMS and each other Person from time to time party thereto as a borrower under the Senior Loan Agreement defined below, and their collective permitted successors and assigns, collectively, "Borrower" or "Borrowers"), and CAPITAL ONE, NATIONAL ASSOCIATION, as administrative agent for the senior lenders ("Senior Agent"), to the indebtedness (including interest) owed pursuant to that certain Loan and Security Agreement, dated as of July 31, 2017, among the Borrowers, the other loan parties party thereto from time to time, the lenders party thereto from time to time, and the Senior Agent, as such Loan and Security Agreement has been and hereafter may be amended, restated, amended and restated, renewed, refinanced, extended, supplemented, or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Lien Intellectual Property Security Agreement (as amended, restated, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of July 31, 2017 by HMS ACQUISITION, LLC, a Delaware limited liability company ("HMS Acquisition"), H.M.S. PRODUCTIONS INC., a New York corporation ("HMS"), ELDEEN CLOTHING INC., a New York corporation ("Eldeen," together with HMS Acquisition, HMS and each other Person that is a borrower under the Investment Agreement (defined below) from time to time, collectively, the "Borrowers" and each, a "Borrower") and SANDY HILL HMS HOLDINGS, LLC, a Delaware limited liability company ("Holdings," together with any other Person who becomes a guarantor to the Investment Agreement (defined below) from time to time, and Borrowers, referred to herein collectively, as the "Grantors") (HMS and Eldeen, each with a principal address of 250 West 39th Street, New York, New York 10018, and each other Grantor, with a principal address of 64 Birch Hill Road, Locust Valley, New York 11560), in favor of IRONWOOD MEZZANINE FUND IV-A LP, a Delaware limited partnership, with a principal address of 45 Nod Road, Avon, Connecticut 06001, together with any of its successors and assigns and as agent, for itself and the Lenders (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Investment Agreement (defined below).

RECITALS

A. Grantors have requested that the Lenders from time to time extend credit or otherwise make financial accommodations available to them, including, without limitation, pursuant to the terms of that certain Investment Agreement dated as of even date herewith, among the Grantors, the Agent, and the Lenders (as the same may from time to time be amended, restated, amended and restated, extended, renewed, refinanced, supplemented, or otherwise modified from time to time, the "Investment Agreement");

B. Under the terms of the Investment Agreement and the other Loan Documents, each Grantor has granted to Agent, for the benefit of and on behalf of itself and each other Secured Party, a second-priority security interest in, among other property, the Intellectual Property Collateral (hereinafter defined), and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

NOW, THEREFORE, in consideration of the willingness of the Lenders to enter into the Investment Agreement and to agree, subject to the terms and conditions set forth therein, to issue the Notes to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Grantors' Obligations under the Investment Agreement and the other Loan Documents, each Grantor hereby grants to Agent, for the benefit of and on behalf of itself and each other Secured Party, a continuing second-priority security interest in and Lien on any and all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by such Grantor (collectively, the "Intellectual Property Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything contained in this IP Security Agreement or any of the other Loan Documents to the contrary, the term "Intellectual Property Collateral" shall not include (a) any rights or interest in any contract, lease, license, charter or license agreement covering personal property of each Grantor (excluding any such contract, lease, permit, license, charter or license agreement between such Grantor and any affiliate or subsidiary of such Grantor) if under the terms of such contract, lease, permit, license, charter or license agreement, or Applicable Law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, the foregoing exclusions shall in no way be construed (i) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, OR 9-409 of the UCC or other Applicable Law, (ii) to limit, impair, or otherwise affect the Agent's continuing second-priority security interests in and Liens upon any rights or interests of such Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any receivables), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, or stock, or (iii) apply to the extent that any consent or waiver has been obtained that would permit the security interest or Lien notwithstanding the prohibition) or (b) any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request by the Agent, execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Agent.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent a power of attorney to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's reasonable discretion, to take any action

and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of an Event of Default, to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Agent will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Agent. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Agent shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the such Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Agent in any part of the Intellectual Property Collateral without the signature of such Grantor unless prohibited by Applicable Law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Intellectual Property Collateral, pursuant to the Investment Agreement, and (ii) take any other actions with respect to the Intellectual Property Collateral as Agent reasonably deems to be in the best interest of itself and each other Secured Party.

The foregoing power of attorney is coupled with an interest and is irrevocable until the payment in full in cash of all Obligations (other than contingent indemnification obligations for which claims have not been asserted) and the Investment Agreement has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to its respective Grantor) upon satisfaction of the following conditions: (a) the payment in full in cash of all Obligations (other than contingent indemnification obligations for which claims have

not been asserted) and (b) the termination of the Investment Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured party releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names. Until such time as this IP Security Agreement is terminated, each Grantor shall provide the Agent prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by such Grantor.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest and Liens granted to Agent, for the benefit of and on behalf of itself and each other Secured Party, under the Investment Agreement and the other Loan Documents. The rights and remedies of the Grantors and the Agent with respect to the security interests and Liens granted herein are in addition and without prejudice to those set forth in the Investment Agreement and the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Investment Agreement or the other Loan Documents, the provisions of the Investment Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.

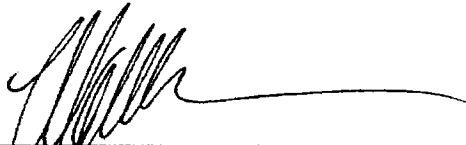
(c) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO NEW YORK CHOICE OF LAW OR CONFLICTS OF LAW PRINCIPLES).

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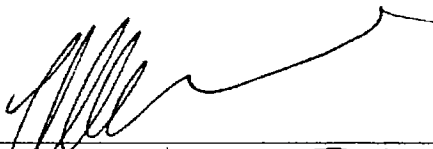
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

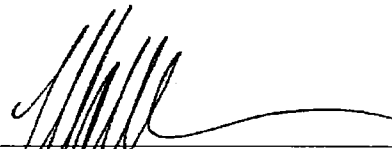
HMS ACQUISITION, LLC

By: 
Name: MATTHEW J. BRUDERMAN
Title: CHAIRMAN

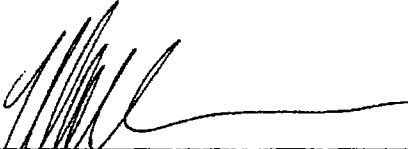
H.M.S. PRODUCTIONS INC.

By: 
Name: MATTHEW J. BRUDERMAN
Title: CHAIRMAN

ELDEEN CLOTHING INC.

By: 
Name: MATTHEW J. BRUDERMAN
Title: CHAIRMAN

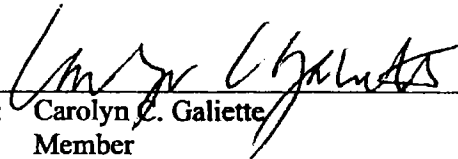
SANDY HILL HMS HOLDINGS, LLC

By: 
Name: MATTHEW J. BRUDERMAN
Title: CHAIRMAN

Accepted and agreed to in Hartford, Connecticut, as of the date first above written.

IRONWOOD MEZZANINE FUND IV-A LP,
a Delaware limited partnership,
as Agent

By: Ironwood Mezzanine Management IV-A
LLC, its General Partner

By: 
Name: Carolyn C. Gallette
Title: Member

SCHEDULE A
COPYRIGHT COLLATERAL

None.

Schedule A

TRADEMARK
REEL: 006124 FRAME: 0821

SCHEDULE B
PATENT COLLATERAL

None.

Schedule B

TRADEMARK
REEL: 006124 FRAME: 0822

SCHEDULE C
TRADEMARK COLLATERAL

[See Attached]




Schedule C

TRADEMARK
REEL: 006124 FRAME: 0823

Trademarks

Loan Party	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Docket No.
H.M.S. Productions Inc.	CABLE & GAUGE	Registered	75/060,794	02/22/96	2,134,914	02/03/98	-251061
H.M.S. Productions Inc.	CG CABLE & GAUGE	Pending Application	87/389,899	03/29/17	N/A	N/A	-264187
H.M.S. Productions Inc.	CG CABLE & GAUGE (Des)	Pending Application	87/203,202	10/14/16	N/A	N/A	-259504
H.M.S. Productions Inc.	CG Logo Design	Registered	85/713,718	08/27/12	4,621,657	10/14/14	-251069
H.M.S. Productions Inc.	FLINT & MOSS	Pending Application	87/299,276	01/12/17	N/A	N/A	-259182
H.M.S. Productions Inc.	FUTURE CONTESSA	Pending Application	87/195,396	10/06/16	N/A	N/A	-259183
H.M.S. Productions Inc.	GREY & GRAY	Pending Application	86/686,240	07/08/15	N/A	N/A	-251070
H.M.S. Productions Inc.	ILLIG	Registered	75/185,329	10/22/96	2,520,391	12/18/01	-251071
H.M.S. Productions Inc.	IT STARTS AT THE TOP	Registered	77/174,414	05/07/07	3,477,615	07/29/08	-251073
H.M.S. Productions Inc.	IT STARTS AT THE TOP	Registered	86/205,067	02/26/14	4,732,881	05/05/15	-251072
H.M.S. Productions Inc.	POINTELLE	Registered	75/129,928	07/03/96	2,211,480	12/15/98	-251074
H.M.S. Productions Inc.	RISE & BLOOM	Pending Application	87/195,438	10/06/16	N/A	N/A	-259184

103175/046-6732793.2

Loan Party	Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Docket No.
H.M.S. Productions Inc.	SPENSE	Registered	77/976,028	12/05/06	3,535,297	11/18/08	-251075
H.M.S. Productions Inc.	SPENSER JEREMY	Registered	86/607,938	04/23/15	4,929,040	03/29/16	-252456
H.M.S. Productions Inc.	Stick Figure Design (Illig)	Registered	75/372,094	10/14/97	2,264,202	07/27/99	-251076
H.M.S. Productions Inc.	CG CABLE & GAUGE (Des): 	Pending Application	87/203,202	10/14/16	N/A	N/A	259504
H.M.S. Productions Inc.	CG Logo Design 	Registered	85/713,718	08/27/12	4621657	10/14/14	251069
H.M.S. Productions Inc.	Stick Figure Design (Illig): 	Registered	75/372,094	10/14/97	2264202	07/27/99	251076

SCHEDULE D
DOMAIN NAMES

1. cableandgauge.com
2. cableandgauge.nyc
3. cupio.nyc
4. cupiocollection.com
5. cupiocollection.net
6. hmsproductions.nyc
7. hmsreport.com
8. itstartsattop.com
9. nubby.com
10. nubby.nyc
11. ottomanstitch.com
12. silkknits.com
13. silkknits.net
14. spense.nyc
15. spenseblouse.com
16. spensedress.com
17. spenserjeremy.com

Schedule D