

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SML Fashions, LLC		08/09/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3895194	2 KATES	
Registration Number:	3849043	B. ALTMAN AND CO.	
Registration Number:	2090359	BELLY BASICS	
Registration Number:	3608907	BELLY BB BASICS THE PREGNANCY SURVIVAL K	
Registration Number:	2175237	BELLY BB BASICS	
Registration Number:	3237965	CHANGE YOUR CLOTHES NOT YOUR STYLE	
Registration Number:	2788980	CLEAR SKY	
Registration Number:	1479736	G R O U P EFFORT	
Registration Number:	4396863	IVY AND SAGE	
Registration Number:	3555260	KAROO	
Registration Number:	3856244	KATIE'S KLOSET	
Registration Number:	3856243	MALARKEY	
Registration Number:	4067803	OUTLANDER	
Registration Number:	1476040	PROJECT	
Registration Number:	2862746	SARAH MCKENZIE	
Registration Number:	3906696	SHANNON'S SECRETS	
Registration Number:	1579107	SHENANIGANS	
Registration Number:	2932524	SHENANIGANS	
Registration Number:	1477832	SML SPORT	
TRADEMARK			

OP \$565.00 3895194

Property Type	Number	Word Mark
Registration Number:	3912094	SUKI
Registration Number:	2518145	THE BELLY BALM
Registration Number:	3024648	WEST PALM

CORRESPONDENCE DATA

Fax Number: 80091442
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: 614-280-3568
Email: John.Salvage@wolterskluwer.com
Correspondent Name: CT Corporation System
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	08/24/2017

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*") is made as of August 9, 2017 by and between SML FASHIONS, LLC ("*Grantor*") and ISRAEL DISCOUNT BANK OF NEW YORK ("*IDB*").

WITNESSETH:

WHEREAS, IDB has entered into certain financing arrangements with Grantor and its affiliates pursuant to that certain Factoring Agreement dated as November 30, 2005 (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "*Factoring Agreement*"); and

WHEREAS, IDB is willing to make the financial accommodations to Grantor as provided for in the Factoring Agreement and the Ancillary Documents (as defined in the Factoring Agreement), but only upon the condition, among others, that the Grantor shall have executed and delivered to IDB this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement.

2. **Grant of Security Interest.** Grantor hereby pledges and grants to IDB a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "*Trademark Collateral*");

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by IDB.

4. **Ancillary Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Factoring Agreement, which is hereby incorporated by reference. The provisions of the Factoring Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of IDB with respect to the Trademark Collateral are as provided by the Factoring Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. **Counterparts.** This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

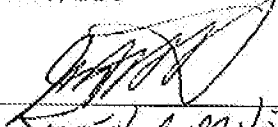
6. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE FACTORING AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature page follows]

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

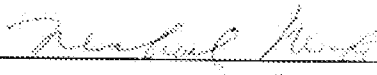
GRANTOR:


SML FASHIONS, LLC

By: 
Name: Joseph A. Milano
Title: member

IDB:

ISRAEL DISCOUNT BANK OF
NEW YORK

By: 
Name: Michael Marks
Title: CO. Vice President

By: 
Name: Mark P. Reiner
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Grantor	Serial Number	Registration Number	Mark
SML FASHIONS, LLC	77/875,728	3,895,194	2 KATES
SML FASHIONS, LLC	77/584,809	3,849,043	B. ALTMAN AND CO.
SML FASHIONS, LLC	74/668,999	2,090,359	BELLY BASICS
SML FASHIONS, LLC	78/559,514	3,608,907	BELLY BB BASICS THE PREGNANCY SURVIVAL KIT & Design
SML FASHIONS, LLC	74/555,138	2,175,237	BELLY BB BASICS and Design
SML FASHIONS, LLC	78/427,758	3,237,965	CHANGE YOUR CLOTHES NOT YOUR STYLE
SML FASHIONS, LLC	78/206,559	2,788,980	CLEAR SKY
SML FASHIONS, LLC	73/674,228	1,479,736	GROUP EFFORT & Design
SML FASHIONS, LLC	85/475,667	4,396,863	IVY AND SAGE
SML FASHIONS, LLC	78/569,687	3,555,260	KAROO
SML FASHIONS, LLC	77/939,142	3,856,244	KATIE'S KLOSET
SML FASHIONS, LLC	77/939,130	3,856,243	MALARKEY
SML FASHIONS, LLC	77/855,305	4,067,803	OUTLANDER
SML FASHIONS, LLC	73/668,953	1,476,040	PROJECT
SML FASHIONS, LLC	78/250,513	2,862,746	SARAH MCKENZIE
SML FASHIONS, LLC	77/939,101	3,906,696	SHANNON'S SECRETS
SML FASHIONS, LLC	73/728,109	1,579,107	SHENANIGANS

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SML FASHIONS, LLC	76/575,207	2,932,524	SHENANIGANS & Design
SML FASHIONS, LLC	73/668,954	1,477,832	SML SPORT
SML FASHIONS, LLC	77/854,174	3,912,094	SUKI
SML FASHIONS, LLC	75/733,273	2,518,145	THE BELLY BALM
SML FASHIONS, LLC	78/393,874	3,024,648	WEST PALM