

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ursa Minor B.V.		08/24/2017	Corporation: NETHERLANDS
RECEIVING PARTY DATA			
Name:	Gordon Brothers Brands, LLC		
Street Address:	800 Boylston Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1153940	THE ORIGINAL GHURKA BAG	
Registration Number:	1594122	GHURKA	
Registration Number:	2385867	GHURKA	
Registration Number:	2433747	GHURKA	
Registration Number:	2386603	GHURKA	
Serial Number:	87153782	GHURKA	
Serial Number:	87153705	ORIGINAL THE GHURKA BAG FINEST HANDMADE	
CORRESPONDENCE DATA			
Fax Number:	6175747658		
<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:	617-482-1776		
Email:	SMORDAS@GOULSTONSTORRS.COM		
Correspondent Name:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
SIGNATURE:	/s/ Stacey A. Mordas		
DATE SIGNED:	08/24/2017		

OP \$190.00 1153940

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 24, 2017 is made by Ursa Minor B.V., a company incorporated under the laws of the Netherlands (“Ursa” or “Grantor”), in favor of Gordon Brothers Brands, LLC, in its capacity as Lender party to the Credit Agreement referred to below (in such capacity, the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain letter agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Ursa, the other borrower parties thereto (collectively with Ursa, the “Borrowers”) and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Borrowers and the Lender have entered into that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver to the Lender this 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, assigns and grants to the Lender and its permitted successors, indorsees, transferees and assigns a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, 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;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

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

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. 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. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. This Agreement shall constitute a Loan Document (as such term is defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Security Agreement in accordance with the terms thereof, this Agreement shall automatically terminate concurrently therewith, and at the expense of the Grantor, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Lender, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

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GRANTOR:

URSA MINOR B.V.

By: 

Name: Stephen J. Latkovic

Title: Authorized Signatory

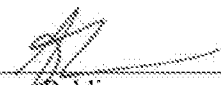
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Ohio)

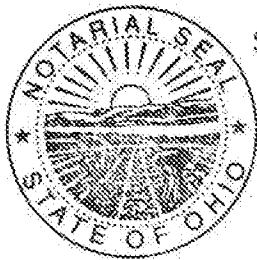
COUNTY OF Cuyahoga)

ss.:

On the 11th day of August in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen J. Latkovic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

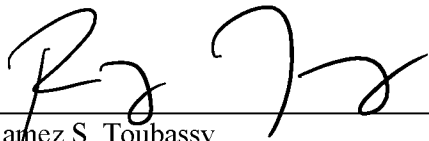
My commission expires:



STEVEN P. LARSON,
Attorney at Law
Notary Public - State of Ohio
My commission has
no expiration date.
Section 147.03 O.R.C.

LENDER:

GORDON BROTHERS BRANDS, LLC,
as Lender


By: 
Name: Ramez S. Toubassy
Title: President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

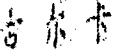
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I. United States of America


Trademark	Class(es) and Goods	App. Number and Date	Reg. Number and Date	Chain of Ownership and Status
	18: luggage, handbags, belts, wallets and umbrellas	73/211,428 April 13, 1979	1,153,940 May 12, 1981	Unbroken chain of ownership to Ursa Minor. Security interest recorded to Rosenthal & Rosenthal, Inc. ("Rosenthal"). Unbroken chain of ownership to Ursa Minor.
GHURKA	14: wrist watches and watch straps 18: handbags, luggage, travelling bags, all-purpose sports bags, attache cases, wallets, and travelling trunks	73/803,800 June 1, 1989	1,594,122 May 1, 1990	Security interest recorded to Rosenthal.
GHURKA	25: belts 42: providing a web site of information on luggage, hand bags, belts, watches, travelling bags, all- purpose sports bags, attache cases, travelling trunks, key cases, umbrellas, personal organizers, pocket calendars, agendas, diaries and other small leather	75/175,954 October 2, 1996	2,385,867 September 12, 2000	Unbroken chain of ownership to Ursa Minor. Security interest recorded to Rosenthal.

GHURKA	goods 09: eyeglass cases	75/175,955	2,433,747	Unbroken chain of ownership to Ursa Minor.
		October 2, 1996	March 6, 2001	
GHURKA	20: furniture	75/979,641	2,386,603	Security interest recorded to Rosenthal.
	25: coats, footwear, gloves, hosiery, jackets, sweaters, shirts, and slippers	October 2, 1996	September 12, 2000	Unbroken chain of ownership to Ursa Minor.
				Security interest recorded to Rosenthal.


II. Foreign

Country	Trademark	Class(es) and Goods	App. Number and Date	Reg. Number and Date
Argentina	GHURKA	18: all products, except: stirrups; horseshoes, chain mesh bags, not of precious metals; harness fittings, not of precious metals; purses, not of precious metals	2,103,776 September 17, 1997	1,706,060 November 20, 1998
Argentina	GHURKA	25: all products	2,103,777 September 17, 1997	1,706,061 November 20, 1998
Canada	GHURKA	Leather and imitations of leather, and goods made of these materials namely handbags, wallets, cosmetics bags, travel pouches, key cases, briefcases, portfolios	1175819 April 24, 2003	649,570 October 4, 2005
China (People's Republic)	GHURKA	18: handbags, luggage, travelling bags, all purpose sports bags, attache cases, wallets, travelling trunks	950165518 December 28, 1995	1,028,425 June 14, 1997
China (People's Republic)		25: trousers, suits, overcoats, raincoats, jeans, sport shirts, polo shirts, sweaters, gloves, leather belt, suspenders, shoulder belts	950165525 December 28, 1995	1,027,204 June 14, 1997

China (People's Republic)		18: handbags, luggage, travelling bags, all purpose sports bags, attache cases, wallets, travelling trunks	950165524	1,028,424
China (People's Republic)		09: eyeglass cases; cases used for portable digital audio players; cases used for photographic cameras; sleeves used for portable digital audio players; sleeves used for photographic cameras; sleeves used for portable electronic devices; cases used for computers; sleeves used for computers; cases used for tablet computers; sleeves used for tablet computers; cases used for phones; sleeves used for phones; cases used for smart phones; sleeves used for smart phones	December 28, 1995 11747539	June 14, 1997 [Published]
China (People's Republic)		18: luggage; travelling trunks; travelling bags; all-purpose sports bags; holdall cases; messenger bags; tote bags; stowaway bags; garment bags; duffel bags; briefcases; wallets; purses; key cases; leather money clips; leather portfolios; umbrellas; leather, unworked or semi worked; backpacks; passport folder (made by leather); bags; pouches, of leather, for packaging; boxes of leather or leather board; trimmings of leather for furniture; coverings of skins (furs)	11747538 November 15, 2012	[Pending]
China (People's Republic)		25: clothing; footwear; headgear; hosiery; gloves (clothing); scarves; belts (for clothing); wedding dress	11747537	[Published]
China (People's Republic)		35: displaying products on communication media for retail purpose; advertising by mail order; on-line advertising on a computer network; rental of advertising time on communication media; auctioneering; sales promotion [for others]; procurement	November 15, 2012 11747536	[Pending]

European Community	GHURKA	<p>services for others [purchasing goods and services for other businesses]; business management assistance; business information</p> <p>18: leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and traveling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery</p>	003130069	003130069	April 2, 2003	August 27, 2004
European Community		<p>25: clothing, footwear, headgear</p> <p>09: eyeglass cases; cases, covers and sleeves for portable electronic devices, computers, tablet computers, telephones and smart phones; leather cases, covers and sleeves for portable electronic devices, computers, tablet computers, telephones and smart phones</p> <p>18: leather goods, luggage, travelling trunks, travelling bags, all-purpose sports bags, attaché cases, holdall cases, gear packs, messenger bags, tote bags, stowaway bags, garment bags, duffel bags, briefcases, wallets, purses, key cases, personal organizers, pocket calendars, agendas, diaries, passport cases, pouches, leather trays and leather folding snap trays, leather money cases, leather portfolios, umbrellas</p> <p>35: retail store services and on-line retail store services, rendered in connection with eyeglass cases; cases, covers and sleeves for portable electronic devices, computers, tablet computers, telephones and smart phones; leather goods, luggage, travelling trunks, travelling bags, all-purpose sports bags, attaché</p>	11302569	11302569	October 29, 2012	May 1, 2013




		cases, holdall cases, gear packs, messenger bags, tote bags, stowaway bags, garment bags, duffel bags, briefcases, wallets, purses, key cases, personal organizers, pocket calendars, agendas, diaries, passport cases, pouches, leather trays and leather folding snap trays, leather money cases, leather portfolios, leather cases, covers and sleeves for portable electronic devices, computers, tablet computers, telephones and smart phones, umbrellas; belts		
France	GHURKA	03: bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices	259181 January 4, 1991	1,636,925 January 4, 1991
		14: precious metals and their alloys and goods in precious metals or coated therewith, not included in other classes; jewelry, precious stones; horological and chronometric instruments		
Hong Kong	GHURKA	18: leather & imitations of leather & goods made of these materials & not included in other classes; animal skins, hides, trunks & travelling bags, umbrellas, parasols & walking sticks; whips harness & saddlery	5763/95 May 15, 1995	10483/96 November 18, 1996
Hong Kong	GHURKA	25: clothing, footwear & headgear	5764/95 May 15, 1995	10484/96 November 18, 1996
Japan	GHURKA	16: personal organizers, pocket calendars, agendas, diaries	2005-75015 August 10, 2005	4990152 September 22, 2006
		18: luggage, handbags, traveling bags, all-purpose sports bags, attache cases, traveling trunks, totes, pouches, key cases, wallets, purses, portfolios, port-		

Japan	GHURKA	monnaies, umbrellas 25: non-Japanese clothing, coats, sweaters, shirts for suits, collar protectors, socks, fur stoles, shawls, scarves, gloves, neckties, mufflers, hats, braces for clothing, suspenders, bands for clothing, belts, shoes, special clothing for sports, special footwear for sports	H05-015756 February 22, 1993	4383736 May 19, 2000
Japan	GHURKA	28: tennis equipment, golf equipment, ski equipment	H05-015757 February 22, 1993	3220890 November 29, 1996
Japan	GHURKA	16	H05-015754 February 22, 1993	3129406 March 29, 1996
Japan	GHURKA	09	H05-015752 February 22, 1993	3131594 March 29, 1996
Japan	GHURKA	18: leather goods	H05-015755 February 22, 1993	3256318 February 14, 1997
Japan	GHURKA	03	H10-012580 February 19, 1998	4258382 April 2, 1999
Japan	GHURKA	14	H05-015753 February 22, 1993	4394408 June 23, 2000
Japan		09: eyeglass cases; cases, covers and sleeves for portable electronic devices, computers, tablet computers, telephones, and smart phones, leather cases, covers and sleeves for portable electronic devices, computers, tablet computers, telephones, and smart phones 18: personal packaging containers of leather, luggage, travelling trunks, travelling bags, all-purpose sports bags, attaché cases, holdall cases, garment bags, duffel bags, briefcases, wallets, purses, key	2012-087703 October 30, 2012	5654490 March 7, 2014

		cases, passport cases, pouches, leather trays and folding snap trays, leather money pouches, shoulder bags, messenger bags, tote bags, stowaway bags, leather portfolios, umbrellas		
		35: retail store services and on-line retail store services, rendered in connection with all of the aforesaid goods		
Japan	THE ORIGINAL GHURKA	18: umbrellas and parasols, walking sticks, canes, metal cane fittings, walking stick/cane handles	57-8187 December 4, 1982	1733658 December 20, 1984
		21: shoe brushes, shoe horns, shoe shine cloths, handy shoe shiners, shoe trees		
		25: shoes and boots, shoe dowels, shoe pegs, shoe handles, hobnails, metal pieces for prevention of shoe sole wearing, Japanese clogs, Japanese sandals		
Korea (Republic of)	GHURKA	25: trousers; suits; overcoats; raincoats; blue jean pants; sport shirts; polo shirts; sweaters; winter gloves; mittens; gloves for clothing; leather belts; stocking suspenders; sock suspenders; and suspender belts for clothing	95-25164 June 28, 1995	363,890 May 31, 1997
Korea (Republic of)	GHURKA	18: handbags, luggage, traveling bags, all-purpose sports bags, attache cases, wallets, and traveling trunks	95-25163 June 28, 1995	373,300 August 27, 1997
Korea (Republic of)	[GHURKA in Korean Characters]	18: handbags, luggage, traveling bags, all-purpose sports bags, attache cases, wallets, and traveling trunks	95-48595 December 20, 1995	373,342 August 27, 1997
Korea (Republic of)	[GHURKA in Korean Characters]	25: trousers, suits, overcoats, raincoats, jeans, sport shirts, polo shirts, sweaters, gloves for clothing, leather belts, suspenders and shoulder belts for clothing	95-48597 December 20, 1995	378,993 October 22, 1997
Mexico	GHURKA	18: leather and imitations of leather, and goods made from these materials (not included in	0595574 April 4, 2003	812982 November

19, 2003


other classes), hides, animal skins, hides, trunks [luggage], trunks and travelling bags, umbrella, sombrillas and claves, umbrellas, parasols and walking sticks, walking sticks, ice axes, bags for climbers, umbrella rings, collars for animals, hides, animal skins, hides, blinkers [harness], suitcase handles, chin straps, of leather, shoulder belts of leather, bandoliers, walking sticks, canes, wall stickers, staffs, kindling, canes, walking stick seats, luggage, luggage, padfolios, wallets, note cases, carry-on bags, luggage, travelling bags, purses not made of precious metal, hand bags, handbags, bridoons, hat boxes of leather, boxes of vulcanised fibre, luggage, wallets, leatherboard, rubber parts for stirrups, pads for riding saddles, collars for dogs, laces (leather), leather leashes, leather straps, leather thread, imitations of leather, leather thongs, valves of leather, imitation leather, curried skins, attaché cases, document portfolios, attaché cases, umbrella handles, leathers (stirrup), cases of leather or of leather board, casings, of leather, for springs, umbrella covers, whips, whips, saddle trees, luggage, suitcases, luggage bags, rucksacks, backpacks, rucksacks, purses [not of precious metal], game bags (hunting accessory), vanity cases, not fitted, umbrella or parasol ribs, sun shades, sunshades, parasols, fur-skins, hides, kid, pelt covers, curried skins, portfolios, portfolios, muzzles, belts (machines), travelling sets [leatherware], card cases [notecases], skin (goldbeaters)

Mexico		09: eyeglass cases; cases, covers and sleeves for portable audio and video players, speakers, headphones, recorders, radios, electronic agendas, electronic calendars, electronic books, electronic readers, electronic pocket translators, computers, tablet computers, telephones and smart phones	1322816 November 1, 2012	1387214 July 31, 2013
Mexico		18: leather goods, luggage, travelling trunks, travelling bags, all-purpose sports bags, attaché cases, holdall cases, gear packs, messenger bags, tote bags, stowaway bags, bags for suits, shirts and dresses, duffel bags, briefcases, wallets, purses, key cases, personal organizers, pocket calendars, agendas, diaries, passport cases, pouches, leather trays and leather folding snap trays, leather money cases, leather portfolios, leather cases, covers and sleeves for portable electronic devices, computers, tablet computers, telephones and smart phones, umbrellas	1322815 November 1, 2012	1413780 November 26, 2013
Mexico		35: retail store services an online retail store services	1322814 November 1, 2012	[Pending]
Russian Federation	GHURKA	18: leather and imitations of leather, and goods made of these materials and not included in other classes; handbags, luggage, travelling bags, all purpose sports bags, attaché cases, wallets, and travelling trunks	2008711462 April 14, 2008	381691 June 16, 2009
Taiwan	GHURKA	25: clothing, footwear, headgear 25: trousers, suits, overcoats, raincoats, jeans, sport shirts, polo shirts, sweaters, leather belts and suspenders, gloves as accessories of clothing and gloves against cold	84-033489 July 5, 1995	722,654 July 16, 1996
Taiwan	GHURKA	18: handbags, luggage, traveling bags, attache cases, wallets and	84-033488	726,353

Taiwan	吉 邦 邦	traveling trunks	July 5, 1995	September 1, 1996
		25: leather belts and suspenders	84-033491	726,792
Taiwan	吉 邦 邦	18: handbags, luggage, traveling bags, attache cases, wallets and traveling trunks	July 5, 1995	September 1, 1996
			84-033490	724,948
			July 5, 1995	August 16, 1996

		traveling trunks	July 5, 1995	September 1, 1996
Taiwan	古尔卡	25: leather belts and suspenders	84-033491	726,792
			July 5, 1995	September 1, 1996
Taiwan	古尔卡	18: handbags, luggage, traveling bags, attache cases, wallets and traveling trunks	84-033490	724,948
			July 5, 1995	August 16, 1996

PENDING U.S. TRADEMARK APPLICATIONS

Mark	Application No. and Filing Date	Registration No. and Date	Current Owner
GHURKA	87/153782 Aug 29, 2016	n/a	URSA MINOR B.V. (Netherlands)
	87/153705 Aug 29, 2017	n/a	URSA MINOR B.V. (Netherlands)