

900426185 10/24/2017

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**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

10/24/2017  
900426185

ETAS ID: TM448400

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Limited Liability Company

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gina Group LLC		10/18/2017	Limited Liability Company: NEW YORK
Gina Hosiery Ltd.		10/18/2017	Corporation: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	VNB New York, LLC
<b>Street Address:</b>	One Penn Plaza
<b>Internal Address:</b>	Suite 2923
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LLC NEW YORK

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	87582838	SQUISHY PALS
Serial Number:	87355073	TRES LUXE
Registration Number:	5087171	SARA Z.
Registration Number:	4889333	ZAC & EVAN
Registration Number:	4716076	CHATZ
Registration Number:	4616348	BODY FROSTING
Registration Number:	4574905	CHATTIES
Registration Number:	4470913	I-STYLE
Registration Number:	4511568	SHOCKED
Registration Number:	4511567	VESTO
Registration Number:	4502478	GAZZED
Registration Number:	4471836	VEE VEE
Registration Number:	4506326	IT'S JUST A KISS
Registration Number:	4249612	IT'S JUST A KISS
Registration Number:	4075953	SOLE SEARCHING
Registration Number:	3075482	G GINA GROUP
Registration Number:	2966510	NYC UNDERGROUND

OP \$515.00 87582838

Property Type	Number	Word Mark
Registration Number:	2846705	BOTTLE WEAR
Registration Number:	3986582	ENCHANTED
Registration Number:	2281350	G

**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.*

**Email:** erin.roberson@wolterskluwer.com

**Correspondent Name:** Erin Roberson

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	10/24/2017

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of October 18, 2017, is made by GINA GROUP LLC and GINA HOSIERY LTD. (individually and collectively, the "*Grantor*") in favor of VNB NEW YORK, LLC, a New York limited liability company (the "*Agent*"), located at One Penn Plaza, Suite 2923, New York, NY 10019, as agent for the secured parties under the Loan Agreement referred to below (the "*Secured Parties*").

WHEREAS, GINA GROUP LLC (the "*Borrower*") has entered into an Amended and Restated Loan and Security Agreement dated as of October 18, 2017 (the "*Loan Agreement*"), with the Agent and the lenders (the "*Lenders*") party thereto.

WHEREAS, under the terms of the Loan Agreement, the Borrower has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Agent as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (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 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;

(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.

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

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

4. **Execution in 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.

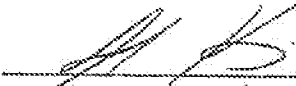
5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security 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 Trademark Security 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).

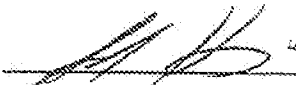
[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GINA GROUP LLC

By:   
Name: EDMOND HARARY  
Title: MANAGER

GINA HOSIERY LTD.

By:   
Name: EDMOND HARARY  
Title: MANAGER

Address for Notices:  
10 West 33rd Street  
New York, NY 10001

Agreed to and accepted:

VNB NEW YORK, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature page to Trademark Security Agreement]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GINA GROUP LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GINA HOSIERY LTD.

By: \_\_\_\_\_

Name: \_\_\_\_\_

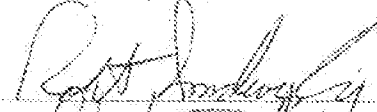
Title: \_\_\_\_\_

Address for Notices:

10 West 33rd Street  
New York, NY 10001

Agreed to and accepted:

VNB NEW YORK, LLC

By:   
Name: Robert J. Lachin  
Title: Vice President

*[Signature page to Trademark Security Agreement]*

**SCHEDULE I**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Serial Number	Reg. Number	Word Mark	Owner
87582838	N/A	SQUISHY PALS	Gina Group LLC
87355073	N/A	TRES LUXE	Gina Group LLC
86463796	5087171	SARA Z.	Gina Group LLC
86664917	4889333	ZAC & EVAN	Gina Group LLC
86377771	4716076	CHATZ	Gina Group LLC
86112140	4616348	BODY FROSTING	Gina Group LLC
86096038	4574905	CHATTIES	Gina Group LLC
85979024	4470913	I-STYLE	Gina Group LLC
85708425	4511568	SHOCKED	Gina Group LLC
85708422	4511567	VESTO	Gina Group LLC
85708420	4502478	GAZZED	Gina Group LLC
85708416	4471836	VEE VEE	Gina Group LLC
85684750	4506326	IT'S JUST A KISS	Gina Group LLC
85584297	4249612	IT'S JUST A KISS	Gina Group LLC
85072273	4075953	SOLE SEARCHING	Gina Group LLC

Serial Number	Reg. Number	Word Mark	Owner
78169385	3075482	G GINA GROUP	Gina Hosiery, Ltd.
78322917	2966510	NYC UNDERGROUND	Gina Hosiery, Ltd.
78181868	2846705	BOTTLE WEAR	Gina Hosiery, Ltd.
77914239	3986582	ENCHANTED	Gina Hosiery, Ltd.
75522626	2281350	G	Gina Hosiery, Ltd.