

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charles Komar & Sons, Inc.		08/31/2011	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Well Fargo Bank		
Street Address:	150 East 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3844573	CLASSICS BY EILEEN WEST	
Registration Number:	3514279	EILEEN WEST	
Registration Number:	1900604	EILEEN WEST	
Registration Number:	1902757	EILEEN WEST	
Registration Number:	1470701	EILEEN WEST	
Registration Number:	1494607	EILEEN WEST	
Registration Number:	1955570	EILEEN WEST	
Registration Number:	1431188	EILEEN WEST	
Registration Number:	1463600	EW	
Registration Number:	1508614		
Registration Number:	2792719	E.W. STUDIO AN EILEEN WEST COMPANY	
Registration Number:	0946385	LANZ	
Registration Number:	3751906	LANZ ORIGINALS	
Registration Number:	1184867	LANZ OF SALZBURG	
Registration Number:	1518996	LANZ OF SALZBURG	
Registration Number:	4604076	LANZ OF SALZBURG	
Registration Number:	4604075	LANZ ORIGINALS	
Registration Number:	1260053	QUEEN ANNE'S LACE	
Registration Number:	2906927	QUEEN ANNE'S LACE	

OP \$565.00 3844573

Property Type	Number	Word Mark
Registration Number:	1891176	VIENNA NIGHTS
Serial Number:	86650965	EILEEN WEST
Serial Number:	86650978	RADIANT SPIRIT BY EILEEN WEST

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: 732-448-2513

Email: gkrauss@windelsmarx.com

Correspondent Name: Gregory T. Krauss

Address Line 1: 120 Albany Street Plaza

Address Line 4: New Brunswick, NEW JERSEY 08901

NAME OF SUBMITTER: Gregory T. Krauss

SIGNATURE: /Gregory T. Krauss/

DATE SIGNED: 04/03/2018

Total Attachments: 7

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COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

COPYRIGHT AND TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2011, by CHARLES KOMAR & SONS, INC. (“Grantor”), in favor of Wells Fargo Bank, National Association, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 31, 2011 (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CHARLES KOMAR & SONS, INC., the Guarantors and other Credit Parties thereto, the Lenders referred to therein, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Credit Agreement pursuant to which they have guaranteed the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of August 31, 2011, in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) pursuant to which the Grantor is required to execute and deliver this Copyright and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Issuing Lender and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Lender to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Grant of Security Interest in Copyright and Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured

- (a) all of its Copyrights to which it is a party, referred to on Schedule I hereto;
- (b) all extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Copyright.

and

- (d) all of its Trademarks to which it is a party, referred to on Schedule I hereto;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (f) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 1. Security Agreement

The security interest granted pursuant to this Copyright and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Copyright and 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.

[SIGNATURE PAGES TO BE PROVIDED SEPARATELY]


[SIGNATURE PAGE TO COPYRIGHT AND TRADEMARK SECURITY AGREEMENT]

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

Very truly yours,

CHARLES KOMAR & SONS, INC., as
Grantor

By:



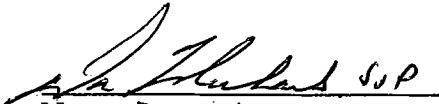
Name: Charles E. Komar

Title: President/Chief Executive
Officer

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:



Name: DAVID MICHAELS

Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY)
) ss.
COUNTY OF MIDDLESEX)

On this 24 day of AUGUST, 2011 before me personally appeared CHARLES KOMAR proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of, who being by me duly sworn did depose and say that he is an authorized officer of said corporation or limited liability company, as applicable, that the said instrument was signed on behalf of said corporation or limited liability company, as applicable, as authorized by its board of directors, members or managers, as applicable, and that he acknowledged said instrument to be the free act and deed of said corporation or limited liability company, as applicable.

Susan Graeber
Notary Public
my Commission expires 9/29/12
ID 2035010

[ACKNOWLEDGEMENT OF GRANTOR FOR COPYRIGHT AND TRADEMARK SECURITY AGREEMENT]



Schedule 1 - Trademarks

COUNTRY	MARK	REG. #	APP. #	REG. DATE
USA	CLASSICS BY EILEEN WEST	3844573		Sept. 7, 2010
USA	EILEEN WEST		86650965	Pending Application
USA	EILEEN WEST	3514279		Oct. 7, 2008
USA	EILEEN WEST	1900604		June 20, 1995
USA	EILEEN WEST	1902757		July 4, 1995
USA	EILEEN WEST	1470701		Dec. 29, 1987
USA	EILEEN WEST	1494607		June 28, 1988
USA	EILEEN WEST	1955570		Feb. 13, 1996
USA	(Eileen West & EW Design)	1431188		March 3, 1987
USA	(EW Design)	1463600		Nov. 3, 1987
USA	(EW Design)	1508614		Oct. 11, 1988
USA	E.W. STUDIO AN EILEEN WESTCOMPANY	2792719		Dec. 9, 2003
USA	LANZ	0946385		Oct. 31, 1972
USA	LANZ ORIGINALS	3751906		Feb. 23, 2010
USA	LANZ OF SALZBURG	1184867		Jan. 5, 1982
USA	LANZ OF SALZBURG	1518996		Jan. 3, 1989
USA	LANZ OF SALZBURG	4604076		Sept. 16, 2014
USA	LANZ ORIGINALS	3751906		Feb. 23, 2010
USA	LANZ ORIGINALS	4604075		Sept. 16, 2014
USA	QUEEN ANNE'S LACE	1260053		Dec. 6, 1983
USA	QUEEN ANNE'S LACE	2906927		Nov. 30, 2004
USA	RADIANT SPIRIT BY EILEEN WEST		86650978	Pending Application
USA	VIENNA NIGHTS	1891176		April 25, 1995

COUNTRY	MARK	REG./ APP. #	REG. DATE
Australia	EILEEN WEST	555352	June 30, 1994
Benelux	LANZ	0317174	August 1, 1973
Brazil	EILEEN WEST	907766455	April 25, 2017
Canada	EILEEN WEST	TMA454972	March 8, 1996
Canada	LANZ	TMA260431	July 3, 1981
Canada	LANZ OF SALZBURG	UCA47881	June 26, 1953
Canada	LANZ ORIGINALS	UCA47880	June 26, 1953
China	EILEEN WEST	791493	Nov. 14, 1995
China	(EW Design)	791496	Nov. 14, 1995
Costa Rica	LANZ	88675	Sept. 23, 1994
Costa Rica	LANZ OF SALZBURG	88088	Aug 22, 1994
Denmark	LANZ	VR 197400556	Feb. 22, 1974
France	EILEEN WEST	1245746	Sept. 20, 1983
France	LANZ	1232885	Nov. 4, 1983
Germany	EILEEN WEST	1066098	July 19, 1984
Greece	(Lanz Stylized)	96533	Nov. 21, 1989
Hong Kong	EILEEN WEST	301199331	Feb. 19, 2009
Hong Kong	LANZ OF SALZBURG	301199359	Feb. 19, 2009
Hong Kong	(Lanz Stylized- bold)	1980B0259	Feb. 13, 1980
Hong Kong	(Lanz Stylized)	1980B0260	Feb. 13, 1980
Italy	EILEEN WEST	417082	April 14, 1986
Italy	LANZ	297062	Aug. 13, 1973
Italy	QUEEN ANNE'S LACE	0000417081	April 14, 1986
Japan	EILEEN WEST	2283386	Nov. 30, 1990
Japan	EILEEN WEST	2335352	Sept. 30, 1991
Japan	(EW Design)	2339618	Sept. 30, 1991

COUNTRY	MARK	REG./ APP. #	REG. DATE
Japan	LANZ	2261361	Sept. 21, 1990
Mexico	EILEEN WEST	416108	June 15, 1992
Mexico	(EW Design)	416871	June 23, 1992
Mexico	LANZ	437703	Dec. 10, 1993
Norway	LANZ	155225	Feb. 18, 1993
Portugal	LANZ	260252	Sept. 10, 1993
Russian Federation	EILEEN WEST	481870	March 1, 2013
Singapore	LANZ	T7875509H	July 28, 1982
Spain	EILEEN WEST	1708180	May 4, 1993
Taiwan	EILEEN WEST	1496022	Jan.1, 2012
Taiwan	LANZ	103266	Sept. 1, 1978
UK	CLASSICS BY EILEEN WEST	3844573	Sept. 7, 2010
UK	E.W. STUDIO AN EILEEN WEST COMPANY	2792719	Dec. 9, 2003
UK	EILEEN WEST	B1525948	March 8, 1996
UK	LANZ	B1183189	Oct. 11, 1982
WIPO (France, Germany, Italy, Spain, UK)	EILEEN WEST BLACK LABEL - DREAMLAND BEAUTY	IR1046100	Dec. 10, 2009

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