

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POP & SUKI, INC.		04/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSEMBLED RETAIL LLC		
Street Address:	76 Greene Street, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5258927	POP & SUKI	
Serial Number:	87872842	POP & SUKI	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Leslie Kirsner		
SIGNATURE:	/Leslie Kirsner/		
DATE SIGNED:	05/03/2018		
Total Attachments: 7			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement, is entered into this 27th day of April, 2018 (the "Agreement") by and between **POP & SUKI, INC.**, a Delaware corporation, with a place of business at 1445 N Stanley Ave, Flr 3, West Hollywood, CA 90046 ("Borrower") and **ASSEMBLED RETAIL LLC**, a Delaware limited liability company, with a place of business at 76 Greene Street, 4th Floor, New York, New York 10012 ("Lender"). This Agreement amends and restates, in its entirety without a break in continuity, the Intellectual Property Security Agreement, dated as of June 30, 2017, between Borrower and Lender.

RECITALS

WHEREAS, Borrower has extended a Loan to Lender pursuant to the terms and conditions of that certain Amended and Restated Credit Agreement dated as of the date hereof by and between Borrower and Lender (the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement).

WHEREAS, under the terms of the Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower's intellectual property.

WHEREAS, this Agreement is executed for the purpose of amending and restating Borrower's pledge of its intellectual property as security for the Borrower's Obligations owed Lender under the Credit Agreement and the other Loan Documents.

SECTION 1 Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

SECTION 2 Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

SECTION 3 Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with

respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

SECTION 4 Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

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

SECTION 6 Governing Law. 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 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 Pages Follow]

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

BORROWER:

POP & SUKI, INC.

By: 
Name: Leo Seigal
Title: Chief Executive Officer

Agreed and accepted:

LENDER:

ASSEMBLED RETAIL LLC,
a Delaware limited liability company

By: Assembled Brands Group LLC,
a Delaware limited liability company and its
manager

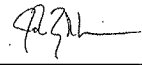
By: 
Name: John Zdanowski
Title: Chief Financial Officer

EXHIBIT 1

List of Patents, Trademarks, and Copyrights

PATENTS

Patents


Title	Jurisdicti on	Patent Number	Issue Date	[Record Owner]

Patent Applications

Title	Jurisdicti on	Application/ Publication Number	Filing Date	[Record Owner]

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
	U.S. Federal	5258927	August 8, 2017	Pop and Suki, Inc.

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]
POP & SUKI	U.S. Federal	Use-Based	87872842	April 11, 2018	Pop and Suki, Inc.

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

POP & SUKI, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ASSEMBLED RETAIL LLC

Internal _____

Address: _____

Street Address: 76 Greene Street, 4th Floor

City: New York

State: New York

Country: USA Zip: 10012

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 27, 2018

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Exhibit I attached

B. Trademark Registration No.(s)
See Exhibit I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Fax Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

May 3, 2018

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

RECORDED: 05/03/2018

REEL: 006325 FRAME: 0674