

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLE SOCIETY GROUP, INC.		06/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5195880	SOLE SOCIETY	
Registration Number:	4837266	SOLE SOCIETY	
Registration Number:	4832396	SOLE SOCIETY	
Registration Number:	4832397	SOLE SOCIETY	
Registration Number:	4054210	SOLE SOCIETY	
Registration Number:	4526231	SOLE SOCIETY	
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:	Corenda R. Lewis		
SIGNATURE:	/Corenda R. Lewis/		
DATE SIGNED:	06/21/2018		

OP \$165.00 5195880

Total Attachments: 6

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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):

SOLE SOCIETY GROUP, INC.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 19, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

Street Address: 11 West 42nd Street

City: New York

State: New York

Country: USA Zip: 10036

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule 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

Docket Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

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

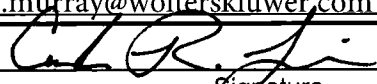
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



June 21, 2018

Signature

Date

Corenda R. Lewis

Name of Person Signing

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

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

TRADEMARK
REEL: 006359 FRAME: 0925

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2018, by and between SOLE SOCIETY GROUP, INC., a Delaware Corporation ("Grantor"), in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC. in its capacity as Administrative Agent and Collateral Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as April 20, 2016, by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Loan Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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"):

(a) all of its Trademarks and Trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.


4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows].

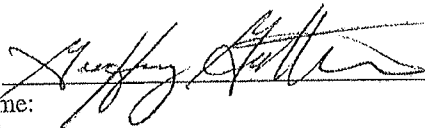
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOLE SOCIETYGROUP, INC.

By: 
Name: Louisa Chen
Title: chief financial officer

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/COMMERCIAL
SERVICES, INC., as Agent

By: 
Name:
Title:
Geoffrey Goldstein
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK (with Application/Registration numbers, as applicable)

Trademark	Country	Reg. No.	Reg. Date
SOLE SOCIETY	Canada	906,705	06/18/2015
SOLE SOCIETY	Canada	TMA981641	09/27/2017
SOLE SOCIETY	Chile	1237119	02/17/2017
SOLESOCIETY	China	10,449,798	05/07/2013
SOLESOCIETY	China	10,449,799	05/07/2013
SOLESOCIETY	China	10,449,800	04/07/2013
SOLE SOCIETY	European Union	015104896	02/12/2016
SOLE SOCIETY	Japan	5,673,536	05/30/2014
SOLE SOCIETY	Japan	5774345	
SOLE SOCIETY	Japan	5,774,083	06/26/2015
SOLESOCIETY	Japan	5,507,025	07/13/2012
SOLESOCIETY	Korea - South	45-45519	07/18/2012 *
SOLE SOCIETY	Mexico	1,476,705	09/02/2014
SOLE SOCIETY	Mexico	1,388,890	08/08/2013

Schedule I

SOLE SOCIETY	Mexico	1,388,891	08/08/2013
SOLE SOCIETY	Peru	98056	02/06/2017
SOLE SOCIETY	Peru	245159	12/15/2016
SOLE SOCIETY	Peru	261180	01/24/2018
SOLE SOCIETY	Peru	251121	05/03/2017
SOLE SOCIETY	United States	5,195,880	05/02/2017
SOLE SOCIETY	United States	4,837,266	10/20/2015
SOLE SOCIETY	United States	4,832,396	10/13/2015
SOLE SOCIETY	United States	4,832,397	10/13/2015
SOLE SOCIETY	United States	4,054,210	11/08/2011
SOLE SOCIETY	United States	4,526,231	05/06/2014

TRADEMARK APPLICATIONS

Trademark	Country	App. No.	App. Filing Date
SOLESOCIETY	Brazil	840,015,127	10/09/2012
SOLESOCIETY	Brazil	840,015,160	10/09/2012
SOLE SOCIETY	Chile	1225864	10/17/2016
SOLE SOCIETY	European Union	014362222	07/15/2015

Schedule I