

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM477867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jonathan Adler Enterprises, LLC		06/01/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Gordon Brothers Brands, LLC		
Street Address:	800 Boylston Street		
Internal Address:	27th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	4264641	HAPPY CHIC	
Registration Number:	4568871	HAPPY CHIC	
Registration Number:	3796183	HAPPY CHIC	
Registration Number:	4385629	HAPPY CHIC	
Registration Number:	4672136	HAPPY CHIC	
Registration Number:	4781803	HAPPY CHIC	
Registration Number:	4389445	HAPPY CHIC	
Registration Number:	4272320	JONATHAN ADLER	
Registration Number:	2860439	JONATHAN ADLER	
Registration Number:	4576377	JONATHAN ADLER	
Registration Number:	3102333	JONATHAN ADLER	
Registration Number:	4276276	JONATHAN ADLER	
Registration Number:	4904082	JONATHAN ADLER	
Serial Number:	87755860	LE WINK BY JONATHAN ADLER	
Serial Number:	87755872	LE WINK BY JONATHAN ADLER	
Serial Number:	87755881	LE WINK BY JONATHAN ADLER	
Serial Number:	87755882	LE WINK BY JONATHAN ADLER	
Serial Number:	87933587	JONATHAN ADLER	
TRADEMARK			

OP \$940.00 4264641

Property Type	Number	Word Mark
Serial Number:	87933607	JONATHAN ADLER
Serial Number:	87934027	JONATHAN ADLER
Serial Number:	87934037	JONATHAN ADLER
Serial Number:	87934049	JONATHAN ADLER
Serial Number:	87934060	JONATHAN ADLER
Serial Number:	87934073	JONATHAN ADLER
Serial Number:	87934084	JONATHAN ADLER
Serial Number:	87934092	JONATHAN ADLER
Serial Number:	87934103	JONATHAN ADLER
Serial Number:	87934109	JONATHAN ADLER
Serial Number:	87934124	JONATHAN ADLER
Serial Number:	87934132	JONATHAN ADLER
Serial Number:	87934137	JONATHAN ADLER
Serial Number:	87934391	JONATHAN ADLER
Serial Number:	87934401	JONATHAN ADLER
Serial Number:	87934406	JONATHAN ADLER
Serial Number:	87934412	JONATHAN ADLER
Serial Number:	87934417	JONATHAN ADLER
Serial Number:	87934654	NOW HOUSE BY JONATHAN ADLER

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: 2124726262

Email: arlatifi@tuckerlatifi.com

Correspondent Name: Ali R. Latifi

Address Line 1: 160 East 84th Street

Address Line 2: SUITE 5E

Address Line 4: New York, NEW YORK 10028

NAME OF SUBMITTER: Ali R. Latifi

SIGNATURE: /Ali R. Latifi/

DATE SIGNED: 06/13/2018

Total Attachments: 6

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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE, IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") BY AND AMONG ROSENTHAL & ROSENTHAL, INC. ("ROSENTHAL") AND GORDON BROTHERS BRANDS, LLC AND ACKNOWLEDGED AND CONSENTED TO BY JONATHAN ADLER ENTERPRISES, LLC ("JAE"), TO THE INDEBTEDNESS OWED BY JAE AND THE OTHER BORROWERS PARTY THERETO FROM TIME TO TIME (THE "BORROWERS") PURSUANT TO THAT CERTAIN FINANCING AGREEMENT DATED AS OF MAY 31, 2018 AMONG THE BORROWERS AND ROSENTHAL AS SUCH AGREEMENT MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED TO THE EXTENT PERMITTED BY THE SUBORDINATION AGREEMENT; AND EACH ASSIGNEE OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 1, 2018 is made by Jonathan Adler Enterprises, LLC, a New York limited liability company ("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").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, the Subsidiaries of Grantor set forth on Schedule 1 thereto (collectively with Grantor, 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, 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, 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. Grantor hereby pledges, assigns and grants to the Lender and its permitted successors, indorsees, transferees and assigns a continuing first priority security interest, subject to that certain Intercreditor Agreement dated as of even date herewith, between Lender and Rosenthal & Rosenthal, Inc., 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 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 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 Grantor, the Lender shall execute, acknowledge, and deliver to 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.

[Remainder of this page intentionally left blank]

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

GRANTOR:

JONATHAN ADLER ENTERPRISES, LLC

By: 

Name: Jonathan Adler

Title: Authorized Signatory

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York)

COUNTY OF New York) ss.:

On the 30 day of May in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Jonathan Adler, 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:

GERARD M STANKEWICZ JR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ST6370608
Qualified in New York County
My Commission Expires 02-05-2022

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

LENDER:

GORDON BROTHERS BRANDS, LLC
as Lender

By: 

Name: Ramrez S. Toubassy

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006399 FRAME: 0350

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Registered Trademarks, Service Marks and Trade Dress in the U.S.

Trademark	Class(es)	Registration No.	Registration Date
Happy Chic	4	4,264,641	12/25/12 (No use at this time; Section 8 & 15 affidavit due by 12/25/18)
Happy Chic	8	4,568,871	07/15/14 (Section 8 & 15 affidavit due between 7/15/19 and 7/15/20)
Happy Chic	11, 20, 21, 24, 27	3,796,183	06/01/10 (Renewal due between 6/1/19 and 6/1/20)
Happy Chic	11, 16, 20, 28	4,385,629	08/13/13 (Section 8 & 15 affidavit due between 8/13/18 and 8/13/19)
Happy Chic	18	4,672,136	01/13/15 (Section 8 & 15 affidavit due between 1/13/20 and 1/13/21)
Happy Chic	21	4,781,803	07/28/15 (Section 8 & 15 affidavit due between 7/28/20 and 7/28/21)
Happy Chic	24	4,389,445	08/20/13 (Section 8 & 15 affidavit due between 8/20/18 and 8/20/19)
Jonathan Adler	4, 8, 11, 20	4,272,320	01/08/13
Jonathan Adler	11, 20, 21, 24, 27, 28	2,860,439	07/06/04
Jonathan Adler	14, 25	4,576,377	07/29/14 (Section 8 & 15 affidavit due between 7/29/19 and 7/29/20)
Jonathan Adler	16	3,102,333	06/06/06
Jonathan Adler	24, 26	4,276,276	01/15/13

Jonathan Adler	35	4,904,082	02/23/16
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Pending Trademark, Service Mark and Trade Dress Applications in the U.S.

Trademark	Class(es)	Application No.	Filing Date
Le Wink by Jonathan Adler	20	87755860	1/15/2018
Le Wink by Jonathan Adler	21	87755872	1/15/2018
Le Wink by Jonathan Adler	24	87755881	1/15/2018
Le Wink by Jonathan Adler	27	87755882	1/15/2018
Jonathan Adler	2	87933587	5/23/2018
Jonathan Adler	3	87933607	5/23/2018
Jonathan Adler	6	87934027	5/23/2018
Jonathan Adler	7	87934037	5/23/2018
Jonathan Adler	9	87934049	5/23/2018
Jonathan Adler	11	87934060	5/23/2018
Jonathan Adler	12	87934073	5/23/2018
Jonathan Adler	16	87934084	5/23/2018
Jonathan Adler	18	87934092	5/23/2018
Jonathan Adler	20	87934103	5/23/2018
Jonathan Adler	21	87934109	5/23/2018
Jonathan Adler	24	87934124	5/23/2018
Jonathan Adler	25	87934132	5/23/2018
Jonathan Adler	27	87934137	5/23/2018
Jonathan Adler	28	87934391	5/24/2018
Jonathan Adler	30	87934401	5/24/2018
Jonathan Adler	33	87934406	5/24/2018
Jonathan Adler	41	87934412	5/24/2018
Jonathan Adler	42	87934417	5/24/2018
Now House by Jonathan Adler	8, 11, 16, 18, 20, 21, 24, 27, 28	87934654	5/24/2018