

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480651

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LIEN

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABG-Nine West, LLC		07/03/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	900 W Trade Street
<b>Internal Address:</b>	Mail Code: NC1-026-03
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	National Banking Association: NORTH CAROLINA

## PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Serial Number:	74079469	9 & CO.
Serial Number:	86306806	9
Serial Number:	85598353	9 LOVES
Serial Number:	73204922	9 WEST
Serial Number:	86014772	9&CO.
Serial Number:	85663750	9W
Serial Number:	86103086	9W
Serial Number:	86103235	9W
Serial Number:	86103265	9W
Serial Number:	85866007	9W LOVES
Serial Number:	85814739	9W WE DO SHOE
Serial Number:	87133672	9X9 TECHNOLOGY
Serial Number:	87133602	9 X 9 TECHNOLOGY
Serial Number:	87189367	BB BANDOLINO
Serial Number:	85037835	B FLEXIBLE BY BANDOLINO
Serial Number:	72096126	BANDOLINO
Serial Number:	78134069	BANDOLINO
Serial Number:	87187599	BANDOLINO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75226596	CLOUD 9
Serial Number:	85602368	FASHION STEPS FOR A CAUSE
Serial Number:	85236306	LOVE FURY
Serial Number:	85976406	LOVE FURY
Serial Number:	85976403	LOVE FURY
Serial Number:	85493090	LOVE FURY
Serial Number:	85492652	LOVE FURY KISS
Serial Number:	78063564	NINE & CO.
Serial Number:	78063407	NINE & CO.
Serial Number:	87453736	NINE WEST
Serial Number:	74355985	NINE WEST
Serial Number:	74245243	NINE WEST
Serial Number:	75938942	NINE WEST
Serial Number:	75013127	NINE WEST
Serial Number:	75076480	NINE WEST
Serial Number:	75206142	NINE WEST
Serial Number:	75535075	NINE WEST
Serial Number:	75542257	NINE WEST
Serial Number:	75612495	NINE WEST
Serial Number:	85341898	NINE WEST
Serial Number:	85020312	RUNWAY RELIEF NINE WEST
Serial Number:	85020352	NINE WEST RUNWAY RELIEF
Serial Number:	85605341	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	77919496	NINE WEST VINTAGE AMERICA COLLECTION
Serial Number:	75625945	NINEWEST.COM
Serial Number:	86700660	PUMPROCKERS
Serial Number:	85834749	QUINTES-SATCHEL
Serial Number:	85521003	SHOELABORATIONS
Serial Number:	85602396	STEPS FOR A CAUSE
Serial Number:	85721829	THE WORLD ACCORDING TO 9
Serial Number:	78123671	WESTIES
Serial Number:	74511720	WESTIES

**CORRESPONDENCE DATA**

Fax Number: 2128594000

*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: 2128598000

Email: mark.konzelmann@friedfrank.com

**Correspondent Name:** Mark J Konzelmann  
**Address Line 1:** 1 New york plaza  
**Address Line 2:** floor 26  
**Address Line 4:** new york, NEW YORK 10004

**ATTORNEY DOCKET NUMBER:** 33748-108

**NAME OF SUBMITTER:** Mark J Konzelmann

**SIGNATURE:** /Mark J Konzelmann/

**DATE SIGNED:** 07/05/2018

**Total Attachments: 6**

source=ABG - 2L Trademark#page1.tif

source=ABG - 2L Trademark#page2.tif

source=ABG - 2L Trademark#page3.tif

source=ABG - 2L Trademark#page4.tif

source=ABG - 2L Trademark#page5.tif

source=ABG - 2L Trademark#page6.tif

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, waived, refinanced, replaced or otherwise modified from time to time, this “**Trademark Security Agreement**”), dated as of July 3, 2018, is made by the undersigned Grantor (the “**Grantor**”) in favor of Bank of America, N.A., as Collateral Agent for the Secured Parties (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented, waived, refinanced, replaced or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies

of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

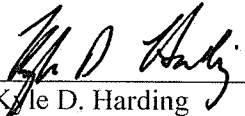
IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

ABG-NINE WEST, LLC, as Grantor

By:   
Name: Kevin Clarke  
Title: Chief Financial Officer

Accepted and Agreed:

**BANK OF AMERICA, N.A.**, as Collateral Agent

By:   
Name: Kyle D. Harding  
Title: Assistant Vice President

SCHEDULE A

ABG-Nine West, LLC

<b>Trademark</b>	<b>Application No</b>	<b>Application Date</b>	<b>Registration No</b>
9 & CO.	74/079,469	Jul 18 1990	1,724,670
9 HEXAGON & logo	86/306,806	Jun 11 2014	4,733,447
9 LOVES & Design	85/598,353	Apr 16 2012	4,343,904
9 WEST (Word Mark)	73/204,922	Feb 26 1979	1,170,312
9&CO.	86/014,772	Jul 19 2013	4,455,153
9W	85/663,750	Jun 28 2012	4,568,837
9W	86/103,086	Oct 28 2013	4,525,884
9W	86/103,235	Oct 28 2013	4,525,885
9W	86/103,265	Oct 28 2013	4,660,817
9W LOVES	85/866,007	Mar 4 2013	4,464,077
9W WE DO SHOE	85/814,739	Jan 3 2013	4,380,226
9X9 TECHNOLOGY	87133672	Aug 10 2016	5219929
9X9 TECHNOLOGY and Design	87133602	Aug 10 2016	5215359
B BANDOLINO logo	87189367	Sep 30 2016	5318475
B FLEXIBLE BY BANDOLINO	85037835	May 13 2010	4347076
BANDOLINO (Word Mark)	72/096,126	Apr 29 1960	0,715,486
BANDOLINO (Word Mark)	78/134,069	Jun 7 2002	2,872,569
BANDOLINO square in O	87187599	Sep 29 2016	5191286
CLOUD 9	75226596	Jan 16 1997	2797957
FASHION STEPS FOR A CAUSE	85602368	Apr 19 2012	4210177
LOVE FURY	85/236,306	Feb 8 2011	4,485,502
LOVE FURY	85/976,406	Feb 8 2011	4,137,066
LOVE FURY	85/976,403	Feb 18 2011	4,129,914
LOVE FURY (Stylized)	85/493,090	Dec 12 2011	4,269,578
LOVE FURY KISS	85/492,652	Dec 12 2011	4,455,586
NINE & CO.	78/063,564	May 15 2001	2,619,058
NINE & CO.	78063407	May 14 2001	2760248

Schedule A-1



Trademark	Application No	Application Date	Registration No
NINE WEST	87453736	May 17 2017	5317232
NINE WEST Logo	74/355,985	Feb 5 1993	1,829,417
NINE WEST (Word Mark)	74/245,243	Feb 7 1992	1,775,652
NINE WEST (Word Mark)	75,938,942	Mar 8 2000	2,518,612
NINE WEST (Word Mark)	75/013,127	Nov 1 1995	2,133,086
NINE WEST (Word Mark)	75/076,480	Mar 21 1996	2,246,350
NINE WEST (Word Mark)	75/206,142	Dec 2 1996	2,198,938
NINE WEST (Word Mark)	75/535,075	Aug 12 1998	2,322,474
NINE WEST (Word Mark)	75/542,257	Aug 25 1998	2,272,307
NINE WEST (Word Mark)	75/612,495	Dec 28 1998	2,571,795
NINE WEST (Word Mark)	85/341,898	Jun 9 2011	4,101,724
NINE WEST RUNWAY RELIEF	85/020,312	Apr 22 2010	4,150,684
NINE WEST RUNWAY RELIEF	85/020,352	Apr 22 2010	4,046,236
NINE WEST VINTAGE AMERICA COLLECTION	85/605,341	Apr 23 2012	4,318,749
NINE WEST VINTAGE AMERICA COLLECTION logo	77/919,496	Jan 25 2010	4,042,684
NINEWEST.COM	75/625,945	Jan 22 1999	2,394,900
PUMPROCKERS	86/700,660	Jul 22 2015	4,953,115
QUINTES-SATCHEL	85/834,749	Jan 29 2013	4,523,033
SHOELABORATIONS	85/521,003	Jan 20 2012	4,310,315
STEPS FOR A CAUSE	85/602,396	Apr 19 2012	4,253,756
THE WORLD ACCORDING TO 9	85/721,829	Sep 6 2012	4,309,171
WESTIES	78/123,671	Apr 24 2002	2,693,491
WESTIES (NEW DESIGN & LOGO)	74/511,720	Apr 12 1994	1,973,317

Schedule A-2

US-DOCS\101888396.1

RECORDED: 07/05/2018

**TRADEMARK**  
REEL: 006401 FRAME: 0359