

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Occasion Brands, LLC		08/09/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88051054	PROM GUY	
Serial Number:	87604009	OCCASION BRANDS	
Serial Number:	87959367	SIMPLY	
Serial Number:	87193777	PROMADRAMA	
Serial Number:	87193824	QUINCEGIRL	
Serial Number:	87193737	PROM DOLLARS	
Registration Number:	5158215	NATIONAL PROM DAY	
Registration Number:	5129573	THISGIRL	
Registration Number:	4601335	KEEP CALM AND THINK PROM	
Registration Number:	4479855	SIMPLY DRESSES	
Registration Number:	4476945	ALWAYS WEAR YOUR INVISIBLE CROWN	
Registration Number:	4109452	PROMGIRL	
Registration Number:	3912389	MYPROMGIRL	
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:	6142803566		
Email:	james.murray@wolterskluwer.com		

OP \$340.00 88051054

Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Gloria Sheehan

SIGNATURE: /Gloria Sheehan/

DATE SIGNED: 08/09/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of August 9, 2018, is made by **OCCASION BRANDS, LLC**, a limited liability company organized under the laws of the State of Delaware ("Grantor") in favor of **WELLS FARGO BANK NATIONAL ASSOCIATION** ("Lender"), and is being delivered in connection with that certain Credit Agreement, dated of even date herewith (as amended or modified from time to time, the "Credit Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to financing arrangements, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, pursuant to that certain Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Security Agreement") as security for Grantor's obligations arising under the Credit Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) 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;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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, misappropriation, violation, dilution, 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.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies. Upon termination of the Credit Agreement and the payment in full of all Obligations (as defined therein), the Lender will promptly provide Grantor with all appropriate documentation in recordable form required to release Lender's lien and security interest in the Trademark Collateral in the USPTO and any other location where the same is recorded.

5. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

7. Governing Law. This Trademark Security 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 Trademark Security 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).

8. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[Signature page follows]

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

OCCASION BRANDS, LLC, as Grantor

By: 

Name: Peter Eikes

Title: Chief financial officer

AGREED TO AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Lender

By: _____

Name:

Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

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

OCCASION BRANDS, LLC, as Grantor

By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Lender

By: *Robert J. Ostrow*

Name: *Robert J. Ostrow*

Title: Authorized Signatory

[Signature page to Trademark Security Agreement]

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

SERIAL NO.	REG. NO.	WORD MARK
88051054	N/A	PROM GUY
87604009	N/A	OCCASION BRANDS
87959367	N/A	SIMPLY
87193777	N/A	PROMADRAMA
87193824	N/A	QUINCEGIRL
87193737	N/A	PROM DOLLARS
86943067	5158215	NATIONAL PROM DAY
86499495	5129573	THISGIRL
86191458	4601335	KEEP CALM AND THINK PROM
85793368	4479855	SIMPLY DRESSES
85793275	4476945	ALWAYS WEAR YOUR INVISIBLE CROWN
78875952	4109452	PROMGIRL
78875967	3912389	MYPROMGIRL

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[Schedule 1 - Trademark Security Agreement]