

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM486492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jonathan Adler Enterprises, LLC		08/13/2018	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gordon Brothers Brands, LLC		
<b>Street Address:</b>	800 Boylston Street		
<b>Internal Address:</b>	27th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87947810	NOW HOUSE BY JONATHAN ADLER	
<b>Serial Number:</b>	87947165		
<b>Serial Number:</b>	87945535	JONATHAN ADLER	
<b>Serial Number:</b>	87945133	JONATHAN ADLER	
<b>Serial Number:</b>	87943698	JONATHAN ADLER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2124726262		
<b>Email:</b>	arlatifi@tuckerlatifi.com		
<b>Correspondent Name:</b>	Ali R. Latifi		
<b>Address Line 1:</b>	160 East 84th Street, Suite 5E		
<b>Address Line 4:</b>	New York, NEW YORK 10028		
<b>NAME OF SUBMITTER:</b>	Ali R. Latifi		
<b>SIGNATURE:</b>	/Ali R. Latifi/		
<b>DATE SIGNED:</b>	08/17/2018		

OP \$140.00 87947810

**Total Attachments: 4**

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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.

### **SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Supplemental Agreement"), dated as of August 13, 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 a certain Credit Agreement executed by Grantor and Lender on June 1, 2018 (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 agreed to extend credit and make certain financial accommodations to the Borrowers;

**WHEREAS**, in connection with the Credit Agreement, Borrowers and the Lender entered into a certain Security Agreement on June 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

**WHEREAS**, after entering into the Security Agreement, Grantor filed five new trademark applications in the United States Patent and Trademark Office; and,

**WHEREAS**, pursuant to the Credit Agreement and the Security Agreement, Grantor is required to execute and deliver to the Lender this Supplemental Agreement governing the security interest on the five new trademark applications listed on the annexed *Schedule I*.

**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 June 1, 2018, 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 Supplemental 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 Supplemental Agreement and the Security Agreement, the Security Agreement shall control. This Supplemental 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 Supplemental 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 Supplemental 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 Supplemental Agreement.

IN WITNESS WHEREOF, Grantor has caused this Supplemental 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 13 day of August 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. 01ST8370808  
Qualified in New York County  
My Commission Expires 02-06-2022

LENDER:

GORDON BROTHERS BRANDS, LLC

By: 

Name: Ramez S. Toubassy

Title: President

***SCHEDULE I***  
to  
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARKS**

**Trademark Applications**

Trademark	Class(es)	<u>Serial No.</u>	Filing Date
NOW HOUSE BY JONATHAN ADLER	8, 11, 16, 18, 20, 21, 24, 28 & 28	87/947 810	June 4, 2018
"Eye House Design"	8, 11, 16, 18, 20, 21, 24, 27 & 28	87/947 165	June 4, 2018
JONATHAN ADLER	20	87/945 535	June 1, 2018
JONATHAN ADLER	21	87/945 133	June 1, 2018
JONATHAN ADLER	24, 27 & 28	87/943 698	May 31, 2018