

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANSUR GAVRIEL LLC		08/16/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, NATIONAL ASSOCIATION		
Street Address:	545 Fifth Avenue, Fourth Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5149663	MANSUR GAVRIEL	
Serial Number:	85967953	MANSUR GAVRIEL	
Serial Number:	86396504	MANSUR GAVRIEL	
Serial Number:	87009436	MANSUR GAVRIEL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F178835 TM IPSA		
NAME OF SUBMITTER:	Janet Wamsley		
SIGNATURE:	/Janet Wamsley/		
DATE SIGNED:	08/20/2018		
Total Attachments: 9			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of August 16, 2018 is entered into by and between MANSUR GAVRIEL LLC, a New York limited liability company having its chief executive office at 401 Broadway, Suite 1001, New York, New York 10013 ("*Grantor*") and HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association having an address at 545 Fifth Avenue, Fourth Floor, New York, New York 10018 ("*Assignee*"), as Lender pursuant to that certain Security Agreement, dated as March 29, 2018, between Assignee and Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), and pursuant to that certain Advised Line of Credit Letter, dated as March 29, 2018, between Assignee and Grantor (as amended as of the date hereof and as may be further amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Line Letter*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Line Letter, as applicable.

WHEREAS, pursuant to the Line Letter, Grantor has provided and may provide to Assignee loans and/or other financial accommodations; and

WHEREAS, pursuant to the Security Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Assignee hereby agree as follows:

1. Grant of Security Interest.

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Security Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof. Schedule B hereto contains a true and accurate list of all of Grantor's Internet domain names existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Line Letter. In connection with the foregoing, Grantor authorizes Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Security Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Assignee.

4. Applicable Law.

THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS 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 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 Agreement by fax or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement or any of such other Loan Documents. Any party delivering an executed counterpart of any such agreement by fax or other electronic method of transmission shall in a timely manner also deliver an original executed counterpart to the other party upon request, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

6. Successors and Assigns.

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

[EXECUTION VERSION]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MANSUR GAVRIEL LLC



By: _____
Name: Floriana Gavriel
Title: Member

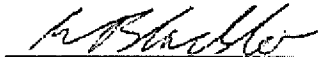
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006418 FRAME: 0696

[EXECUTION VERSION]

ASSIGNEE:

HSBC BANK USA, NATIONAL ASSOCIATION

By: 
Name: MATTHEW BLACKLER
Title: VP

{Signature Page to Trademark Security Agreement}

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Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

<u>Grantor</u>	<u>Trademark Application/Registration Number</u>	<u>Description of Trademark</u>	<u>Date of Trademark Application/Registration</u>
United States Patent & Trademark Office	Registered; Reg. No. 5149663	"MANSUR GAVRIEL" for use in connection with retail store services and online retail store services	Registered on 2/28/2017
United States Patent & Trademark Office	Pending; App. Serial No. 85967953	"MANSUR GAVRIEL" for use in connection with handbags, tote bags, purses and wallets	Application filed on 6/24/2013
United States Patent & Trademark Office	Pending; App. Serial No. 86396504	"MANSUR GAVRIEL" for use in connection with clothing, namely, coats, dresses, tops, jackets, pants, shorts, skirts, sweatshirts, jeans, and pajamas; knitwear, namely, tops, sweaters, cardigans, scarves, hats, socks, pants, and skirts; footwear	Application filed on 9/16/2014
United States Patent & Trademark Office	Pending; App. Serial No. 87009436	"MANSUR GAVRIEL" for use in connection with Soaps; shampoos; bath powder; bath gel; shower gel; face cleansing milk; cleansing preparations for personal use; jewellers' rouge; polish, namely, shining preparations; abrasives, namely, skin abrasive preparations; perfumery; essential oils; aromatic essential oils; perfumed body oil mist; cosmetics; perfume, namely, amber; lipsticks; beauty masks; skin whitening creams; perfumed body cream; perfumed body lotion; nail polish; make-up preparations; hair colorants; men's cologne; aftershave; aftershave balm; eau de cologne; eau de perfume; eau de toilette; cosmetic kits comprised of lipstick, lip gloss, make-up; cosmetic creams; make-up removing preparations; scented linen sprays; lotions for cosmetic purposes; non-medicated toiletries; perfume; cosmetic preparations for skin care; deodorants for personal use; hair spray; toothpaste; aromatic potpourris; cosmetics for animals; talcum powder for toilet use; air fragrancing preparations	Application filed on 4/21/2016

Schedule B to TRADEMARK SECURITY AGREEMENT

Internet Domain Names

(by current expiration date - all can be renewed)

mansurgavriel.kr	3/8/2019
mansurgavriel.ch	3/30/2019
mansurgavriel.nl	7/25/2019
mansurgavriel.nyc	2/3/2020
mansurgavriel.com.au	5/18/2020
mansurgavriel.net.au	5/18/2020
mansurgavriel.biz	7/6/2020
mansurgavriel.co	7/6/2020
mansurgavriel.us	7/6/2020
mansurgavriel.in	7/7/2020
mansurgavriel.info	7/7/2020
mansurgavriel.org	7/7/2020
mansurgavriel.tw	7/7/2020
mansurgavriel.net	10/28/2020
mansurgavrielbackpack.us	2/9/2021
mansurgavrielbag.biz	2/9/2021
mansurgavrielbag.us	2/9/2021
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mansurgavriecrossbody.us	2/9/2021
mansurgavrielfragrance.biz	2/9/2021
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mansurgavrielfragrances.biz	2/9/2021
mansurgavrielfragrances.us	2/9/2021
mansurgavrielhandbag.biz	2/9/2021
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mansurgavrielpurse.biz	2/9/2021
mansurgavrielpurse.us	2/9/2021
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mansurgavrielsingapore.com	2/25/2026
mansurgavrielchina.com	7/21/2026

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