

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIGUE HOLDINGS LLC		06/29/2017	Limited Liability Company: DELAWARE
FIGUE IP, LLC		06/29/2017	Limited Liability Company: DELAWARE
FIGUE LLC		06/29/2017	Limited Liability Company: DELAWARE
FIGUE FIRST, LLC		06/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSEMBLED RETAIL LLC		
Street Address:	76 Greene Street, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86853613	THE GLOBAL TRIBE	
Registration Number:	4339710	FIGUE	
Registration Number:	4301939	FIGUE	
CORRESPONDENCE DATA			
Fax Number:	3129843150		
<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:	312-984-3100		
Email:	trademarks@bfkn.com		
Correspondent Name:	Wendi E. Sloane		
Address Line 1:	200 West Madison Street, Suite 3900		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Wendi E. Sloane		
SIGNATURE:	/Wendi E Sloane/		

OP \$90.00 86853613

DATE SIGNED:	09/12/2018
---------------------	------------

Total Attachments: 4

source=Figure IP, LLC - IP Security Agreement #page1.tif

source=Figure IP, LLC - IP Security Agreement #page2.tif

source=Figure IP, LLC - IP Security Agreement #page3.tif

source=Figure IP, LLC - IP Security Agreement #page4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, is entered into on June 29, 2017 (this "**Agreement**") by and between **FIGUE HOLDINGS LLC, FIGUE IP, LLC, FIGUE LLC** and **FIGUE FIRST, LLC**, each with a place of business at 210 11th Avenue, New York, New York 10001 (individually, each a "**Debtor**" and collectively "**Debtors**") and **ASSEMBLED RETAIL LLC**, a Delaware limited liability company, with a place of business at 76 Greene Street, 4th Floor, New York, New York 10012 ("**Lender**").

RECITALS:

This Agreement is a supplement to that certain Security Agreement, dated as of the date herein, by and between the Debtors and Lender (the "**Security Agreement**").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Security Agreement, the definitions, terms or provisions of the Security Agreement shall control, except in connection with goodwill in which case this Agreement shall control.

This Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office and the United States Copyright Office, which sets forth the Debtors' pledge of their intellectual property as security for the indebtedness Debtors owe the Lender as set forth in the Security Agreement and all other loan documents.

GRANT OF SECURITY INTEREST

The Debtors hereby grant to the Lender a security interest in and lien on all of the intellectual property assets owned by the Debtors, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, if any, all goodwill of the business of the Debtors connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired.

REPRESENTATIONS, WARRANTIES, COVENANTS AND MISCELLANEOUS

All other terms, conditions, agreements, obligations, representations, warranties, covenants, definitions, exhibits and miscellaneous terms, conditions, agreements and obligations set forth in the Security Agreement are restated and incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

DEBTORS:

FIGUE HOLDINGS LLC

By: [Signature]
Name: SARINA SCHUMBERGER
Title: Managing Member

FIGUE IP, LLC

By: [Signature]
Name: SARINA SCHUMBERGER
Title: Managing Member

FIGUE LLC

By: [Signature]
Name: SARINA SCHUMBERGER
Title: Managing Member

FIGUE FIRST, LLC

By: [Signature]
Name: SARINA SCHUMBERGER
Title: Managing Member

Agreed and accepted:

LENDER:

ASSEMBLED RETAIL LLC,
a Delaware limited liability company

By: Assembled Brands Group LLC,
a Delaware limited liability company and its
manager

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

DEBTORS:

FIGUE HOLDINGS LLC

By: _____
Name: _____
Title: _____

FIGUE IP, LLC

By: _____
Name: _____
Title: _____

FIGUE LLC

By: _____
Name: _____
Title: _____

FIGUE FIRST, LLC


By: _____
Name: _____
Title: _____

Agreed and accepted:

LENDER:

ASSEMBLED RETAIL LLC,
a Delaware limited liability company



By: Assembled Brands Group LLC,
a Delaware limited liability company and its
manager



By: John Zdanowski, CFO
Its:

EXHIBIT 1

LIST OF PATENTS, TRADEMARKS, AND COPYRIGHTS

<u>Country</u>	<u>Mark</u>	<u>Appln. No.</u> <u>Appln. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
United States	THE GLOBAL TRIBE	86/853,613 December 18, 2015		Pending
United States	FIGUE	85/272,671 March 21, 2011	4,301,939 March 12, 2013	Registered
United States	 FIGUE	85/549,160 2/22/2012	4,339,710 5/21/2013	Registered
International Registration (WIPO)	 FIGUE		1166523 06/12/2013	Registered