

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARGAUX NEW YORK, LLC		04/10/2017	Limited Liability Company: NEW YORK
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: 2			
Property Type	Number	Word Mark	
Serial Number:	86459646	MARGAUX	
Serial Number:	86452912	MARGAUX NEW YORK	
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/		
DATE SIGNED:	09/12/2018		
Total Attachments: 3			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into this 10th day of April, 2017 (the "Agreement") by and between **MARGAUX NEW YORK, LLC**, a New York limited liability company, with a place of business at 37 W. 20th St., Suite 1206, New York, NY 10011 ("**Borrower**") 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 Credit Agreement, dated as of the date herein, by and between Borrower and Lender (the "**Credit Agreement**").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Credit Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit 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 Borrower's pledge of its intellectual property as security for the indebtedness Borrower owed Lender as set forth in the Credit Agreement and all other loan documents.

GRANT OF SECURITY INTEREST

Borrower hereby grants to the Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, 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, all goodwill of the business of Borrower 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. The parties acknowledge and agree that the foregoing security interest is not to be construed as an assignment of any trademark or trademark application.

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 Credit Agreement are restated and incorporated herein by reference.

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

BORROWER:

MARGAUX NEW YORK, LLC

By: Alexa R. Buckley
Name: Alexa R. Buckley
Title: Co-President

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: [REDACTED]
Its: Manager

Exhibit 1

List of Patents, Trademarks, and Copyrights

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u> <u>Appl. Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Status</u>
United States	MARGAUX	86/459,646 November 20, 2014	N/A	Published February 17, 2017 without opposition
United States	MARGAUX NEW YORK	86/452,912 November 13, 2014	N/A	Notice of allowance issued