

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503762

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LUC Belaire LLC		12/28/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WinTrust Bank		
<b>Street Address:</b>	231 S. Lasalle, 2nd Floor		
<b>City:</b>	Chjicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5132927	BELAIRE BOYS	
<b>Registration Number:</b>	5216651	BELAIRE GIRLS	
<b>Serial Number:</b>	86107370	BLACK BOTTLE ATHLETES	
<b>Serial Number:</b>	86107315	BLACK BOTTLE BOYS	
<b>Serial Number:</b>	86107350	BLACK BOTTLE GIRLS	
<b>Registration Number:</b>	4744919	JOIN THE MOVEMENT	
<b>Registration Number:</b>	4436973	LUC BELAIRE	
<b>Registration Number:</b>	5108385	TACKLE ADDICT	
<b>Registration Number:</b>	4828191	PRODUIT DE FRANCE LUC BELAIRE RARE ROSE	
<b>Serial Number:</b>	86775976	SELF-MADE TASTES BETTER	
<b>Registration Number:</b>	4466858	TASTE THE STARS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,robert.bollinger@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		

OP \$290.00 5132927

**Address Line 4:** Boston, MASSACHUSETTS 02116

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 12/28/2018

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2018, is made by **LUC BELAIRE LLC**, a Delaware limited liability company (the "Grantor"), in favor of **WINTRUST BANK** ("Wintrust"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 28, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agree with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

; provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for, and take appropriate and reasonable action based on Grantor's sound business discretion in connection with, the prosecution, defense, enforcement or any other necessary actions in connection with its Trademarks and Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

LUC BELAIRE LLC, as Grantor

By: 

Name: Brett R. Berish

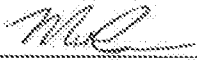
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006511 FRAME: 0221

ACCEPTED AND AGREED  
as of the date first above written:

**WINTRUST BANK**, as Agent

By:   
Name: Matthew Cotton  
Title: Commercial Banking Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006511 FRAME: 0222**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Owner	Trademark	Serial Number	Registration Number	Registration Date
Luc Belaire LLC	BELAIRE BOYS	87075750	5132927	Jan 31 2017
Luc Belaire LLC	BELAIRE GIRLS	87075789	5216651	Jun 6 2017
Luc Belaire LLC	BLACK BOTTLE ATHLETES	86107370		
Luc Belaire LLC	BLACK BOTTLE BOYS	86107315		
Luc Belaire LLC	BLACK BOTTLE GIRLS	86107350		
Luc Belaire LLC	JOIN THE MOVEMENT	86236614	4744919	May 26 2015
Luc Belaire LLC	LUC BELAIRE	85402095	4436973	Nov 19 2013
Luc Belaire LLC	LUC BELAIRE	86316123	5018385	Aug 9 2016
Luc Belaire LLC	PRODUIT DE FRANCE LUC BELAIRE RARE ROSE	86325290	4828191	Oct 6 2015
Luc Belaire LLC	SELF-MADE TASTES BETTER	86775976		
Luc Belaire LLC	TASTE THE STARS	85411621	4466858	Jan 14 2014