

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novo Fashion Limited		03/29/2019	Corporation: HONG KONG
RECEIVING PARTY DATA			
Name:	The CIT Group/Commercial Services, Inc.		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5654990	SUMMER CRUSH	
Registration Number:	5187376	GO GOSSIP	
Registration Number:	5111023	SPLASHLETICS	
Registration Number:	3955907	SHAPETEX	
Registration Number:	4590969	SMOOTHIES	
Registration Number:	4502666	DOTTI COVER UP IN STYLE.	
Registration Number:	3403184	TIDAL BAY	
Registration Number:	3262963	HULA STAR	
Registration Number:	3096852	HULA HONEY	
Registration Number:	2833276	SINCE	
Registration Number:	3845252	AQUA COUTURE	
Registration Number:	3481872	BEACH DIVA	
Registration Number:	3423823	FRESHWATER	
Registration Number:	3610048	SWEET ESCAPE	
Registration Number:	2848096	OCEAN DREAM	
Registration Number:	2821534	GOSSIP	
Registration Number:	1774276	DOTTI	
CORRESPONDENCE DATA			

OP \$440.00 5654990

Fax Number: 8007782028

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.

Phone: 410-528-4540

Email: jason.boyle@wolterskluwer.com

Correspondent Name: Lien Solutions

Address Line 1: 351 w. camden st

Address Line 2: 6th floor

Address Line 4: baltimore, MARYLAND 21201

NAME OF SUBMITTER:	/Annette Luyando/
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SIGNATURE:	/Annette Luyando/
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DATE SIGNED:	04/05/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2019, by and among NOVO FASHION LIMITED, a corporation organized and existing under the laws of Hong Kong ("Grantor") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC. ("CIT").

WITNESSETH:

WHEREAS, NOVO FASHION USA LTD ("Client"), a wholly owned subsidiary of Grantor, and CIT, are parties to, among other things, a Factoring Agreement and a Security Agreement (collectively, the "Financing Agreements"), each dated on or about January 30, 2019 whereby CIT factors the accounts receivable of the Client, makes loans and advances and otherwise extends credit to the Client.

WHEREAS, in consideration of CIT providing financial accommodations to Client under the terms of the Financing Agreements, Grantor executed in favor of CIT, a Corporate Guaranty (the "Guaranty") dated on or about January 30, 2019, unconditionally guaranteeing the payment to CIT of all Obligations (as defined in the Guaranty) of the Client to CIT.

WHEREAS, in consideration of CIT continuing to provide financial accommodations to Client, Grantor has agreed, to the extent not already pledged and assigned to CIT under the terms of the Guaranty, to grant CIT a security interest in Trademark Collateral (as defined below).

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. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to CIT, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's Trademarks and Trademark licenses to which Grantor is a party, including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to CIT pursuant to the Guaranty. Grantor hereby acknowledges and affirms that the Trademark Collateral, as described and defined herein, shall be deemed, and is hereby part of the Collateral, as that term is defined in the Guaranty. Grantor hereby further acknowledges and affirms that the rights and remedies of CIT with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. REMEDIAL PROVISIONS. If any Event of Default shall have occurred and be continuing under the Financing Agreements (which automatically and concurrently triggers a default under the Guaranty), CIT may exercise in respect of the Trademark Collateral, in addition to all other rights and remedies provided for in the Guaranty or otherwise available to CIT at law or in equity, all of the rights and remedies available to CIT as a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral), including but not limited to, the right to transfer to itself or to sell, assign, transfer, license (on an exclusive or non-exclusive basis) or otherwise dispose of the Trademark Collateral to any other person all right, title and interest in and to all or any part of the Trademark Collateral at public or private sale. CIT will give the Grantor reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is emailed to Grantor at chalickman@treimerabrands.com and mailed to Grantor, postage prepaid to the address of the Grantor at least ten (10) days before the date of such sale or disposition.

4. GRANT OF LICENSE. Upon the occurrence and during the continuance of an Event of Default under the Financing Agreements (which automatically and concurrently triggers a default under the Guaranty) and solely for the purpose of enabling CIT to exercise its rights and remedies hereunder and under the Guaranty, Grantor hereby grants to CIT, an irrevocable, worldwide, non-exclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, or otherwise operate under, license or sublicense, any Trademark Collateral now owned by or licensed to, or hereafter acquired by or licensed to Grantor.

5. POWER OF ATTORNEY. Grantor hereby irrevocably appoints CIT and any officer or agent thereof, with full power of substitution, its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, for the purposes of carrying out the terms of this agreement and the Guaranty, to take any and all appropriate action and to execute any and all agreements, documents, instruments of assignment, or other papers which CIT, in its discretion, deems necessary or advisable for the purpose of operating, controlling, assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to all Trademark Collateral, including, without limitation, the right to receive all proceeds therefrom, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter

due and/or payable in connection therewith throughout the world, trademarks, trademark applications and/or registrations, service marks, domain names and licenses together with the goodwill of the business connected with or symbolized by such Trademark Collateral.

6. **GOVERNING LAW.** The validity, interpretation and enforcement of this Trademark Security 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.

7. **COUNTERPARTS.** This Trademark Security 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 Trademark Security Agreement by facsimile or other electronic method of transmission shall have the same force and effect the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows]

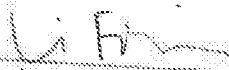
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NOVO FASHION LIMITED

By: 
Name:
Title:

ACCEPTED AND ACKNOWLEDGED:

THE CIT GROUP/COMMERCIAL
SERVICES, INC.

By: 
Name: Li Fiorani
Title: Vice President

{SIGNATURE PAGE-TRADEMARK SECURITY AGREEMENT}

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

GRANTOR: NOVO FASHION LIMITED

Trademark	Filing Date	Serial No.	Reg. date	Reg. No.
Summer Crush	5/31/2018	87943931	1/15/2019	5654990
GO Gossip	9/16/2015	86759068	4/18/2017	5187376
Splashletics	10/27/2015	86801351	12/27/2016	5111023
Shapetex	4/7/2010	85008664	5/3/2011	3955907
Smoothies	12/1/2011	85484933	8/26/2014	4590969
Dotti Cover Up in Style.	11/7/2012	85773801	3/25/2014	4502666
Tidal Bay	11/17/2005	78755871	3/25/2008	3403184
Hula Star	11/15/2005	78754727	7/10/2007	3262963
Hula Honey	1/31/2005	78557216	5/23/2006	3096852
Since	10/2/2002	78170421	4/13/2004	2833276
Aqua Couture	3/4/2010	77950486	9/7/2010	3845252
Beach Diva	8/9/2007	77251179	8/5/2008	3481872
Freshwater	4/4/2007	77148917	5/6/2008	3423823
Sweet Escape	4/2/2008	77438543	4/21/2009	3610048
Ocean Dream	8/9/2001	76297588	6/1/2004	2848096
Gossip	8/9/2001	76297586	3/9/2004	2821534
Dotti	2/10/1992	74244531	6/1/1993	1774276