

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avenue Stores, LLC		04/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Serial Number:	87369265	1428 DENIM	
Registration Number:	5520506	1432 DENIM	
Serial Number:	87154131	ALLEY BY AVENUE	
Registration Number:	4009165	AVENUE	
Registration Number:	3337603	AVENUE	
Registration Number:	4077310	AVENUE	
Registration Number:	2218272	AVENUE	
Registration Number:	2445518	AVENUE	
Registration Number:	2474547	AVENUE	
Registration Number:	2601626	AVENUE	
Registration Number:	2656395	AVENUE	
Registration Number:	2727404	AVENUE	
Registration Number:	2742451	AVENUE	
Registration Number:	2860468	AVENUE	
Registration Number:	2993599	AVENUE	
Registration Number:	2065819	AVENUE	
Registration Number:	2534538	AVENUE BODY	
Serial Number:	87173102	AVENUE JR.	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87173089	AVENUE JUNIOR
Registration Number:	5023015	AVENUE OUTLET
Registration Number:	2251168	AVENUE PLUS
Registration Number:	4988955	AVENUE YOURSELF
Registration Number:	2472442	AVENUE.COM
Registration Number:	5013379	AVENUEOUTLET
Registration Number:	2423679	CLOUD HEEL STRIKE PAD
Registration Number:	0634405	CLOUD WALK
Registration Number:	0534076	CLOUD WALKER
Registration Number:	2094680	CLOUD WALKERS
Registration Number:	2673518	CLOUD WALKERS
Registration Number:	4714216	DELUX STRETCH
Registration Number:	2848836	DREAM CURVES
Registration Number:	1528397	FORELLI
Registration Number:	3951871	HIDDEN STYLE
Registration Number:	2351577	JUST LIKE WALKING ON AIR
Registration Number:	5449305	LORALETTE
Registration Number:	2300481	NOTHING SHOULD STOP YOU
Registration Number:	4013617	SEXY NIGHTS
Registration Number:	4603283	SLEEP COOL BY AVENUE
Registration Number:	3432105	SMOOTH EMBRACE
Registration Number:	4619966	VIP KNITS BY AVENUE
Serial Number:	87173077	WEXT
Registration Number:	4988956	YOURSELF
Registration Number:	4730949	YUMMY FLEECE BY AVENUE
Serial Number:	87810500	AVELEISURE
Serial Number:	87951283	AVEOLOGY
Serial Number:	87954323	AVENUE REWARDS
Serial Number:	87954329	AVENUE VIP
Serial Number:	87954338	AVENUE ELITE
Serial Number:	87954340	AVENUE PREMIERE
Serial Number:	85323643	AVENUE STUDIO
Serial Number:	86442498	BUTTER DENIM
Serial Number:	87126086	ALLY
Serial Number:	87034932	ALLEY
Serial Number:	87154607	ALLY BY AVENUE
Serial Number:	87170227	EFFIGY
Serial Number:	87173085	ZUZZ

Property Type	Number	Word Mark
Serial Number:	87177671	DUSTFALL
Serial Number:	86775797	RED BY AVENUE

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 2155695619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-19016
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/17/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of April 12, 2019, is by and between AVENUE STORES, LLC, a limited liability company formed under the laws of the State of Delaware (“Avenue”) and PNC Bank, National Association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, “Agent”).

WITNESSETH:

WHEREAS, Avenue has adopted, used and is using, and is the owner of, among other things, the patents, trademark registrations, copyright registrations, and applications therefor identified on Exhibit A hereto, which Exhibit A is made a part hereof; and

WHEREAS, Avenue is party to that certain Revolving Credit and Security Agreement, dated as of even date herewith (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Loan Agreement”) by and among Avenue, ORNATUS URG GIFT CARDS, LLC, a limited liability company formed under the laws of the State of Virginia (“Ornatus GC”, together with Avenue and each Person joined thereto as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”), ORNATUS URG HOLDINGS, LLC, a limited liability company formed under the laws of the State of Delaware (“Parent”), ORNATUS URG REAL ESTATE, LLC, a limited liability company formed under the laws of the State of Delaware (“Ornatus RE”, together with Parent and each Person joined thereto as a guarantor from time to time, collectively the “Guarantors”, and each a “Guarantor”; the Guarantors together with the Borrowers, collectively the “Loan Parties”, and each a “Loan Party”), Agent and the parties thereto as lenders (“Lenders”), pursuant to which Lenders, or Agent on behalf of Lenders, have agreed to extend credit and make certain other financial accommodations to the Borrowers; and

WHEREAS, each of the Loan Parties has guaranteed the Obligations (as defined in the Loan Agreement) pursuant to the Loan Agreement; and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and to extend credit and provide other financial accommodations to Borrowers pursuant thereto, the Loan Parties have, pursuant to the Loan Agreement, granted a security interest in certain Collateral (as defined in the Loan Agreement), including the IP Collateral, and have agreed to execute and deliver this Agreement for recordation as evidence of such security interest.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST. As collateral security for the payment and performance of all of the Obligations, Avenue hereby grants to Agent (for itself and on behalf of the Secured Parties) a continuing security interest in and a general lien upon, the following (being collectively referred to herein as the “IP Collateral”):

(a) all of Avenue’s now existing or hereafter acquired right, title, and interest in and to: (i) all of Avenue’s trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto; (ii) all renewals thereof; (iii) all designs and general intangibles of a like nature; and (iv) all goodwill associated with any of the foregoing (all of the foregoing being collectively referred to herein as the “Trademarks”);

(b) all of Avenue’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (all of the foregoing being collectively referred to herein as the “Patents”);

(c) all of Avenue’s now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country, including, without limitation, those listed on Exhibit A hereto; and (ii) all renewals of any of the foregoing (all of the foregoing being collectively referred to herein as the “Copyrights”);

(d) all agreements pursuant to which Avenue receives any right providing for the grant to Avenue of any right under any Trademark, Patent, or Copyright, including without limitation, the exclusive copyright license agreements listed on Exhibit B hereto;

(e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(f) the right to sue for past, present and future infringements thereof;

(g) all rights corresponding thereto throughout the world; and

(h) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Avenue against third parties for past or future infringement of any of the IP Collateral;

provided that the IP Collateral shall not include any Excluded Property (including, for the avoidance of doubt, any United States or foreign intent to use trademark or service mark application to the extent, and solely during the period in which, the grant of a security interest or lien therein would impair the validity or the enforceability of such intent to use trademark or service mark application, or any trademark or service mark issuing therefrom under federal law or other applicable foreign laws).

3. OBLIGATIONS SECURED; RELATIONSHIP TO LOAN AGREEMENT. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the payment and performance of the Obligations in accordance with the Loan Agreement.

4. AUTHORIZATION TO RECORD. Avenue authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office.

5. LOAN AGREEMENT. This Agreement is being executed and delivered by Avenue for the purpose of registering and confirming the grant of the security interest of Agent in the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office in accordance with the Loan Agreement. All provisions of the Loan Agreement and the Other Documents applicable to Collateral shall also apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement or any Other Documents, the terms of the Loan Agreement shall control. All capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

6. COUNTERPARTS; FACSIMILE SIGNATURES. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

7. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

AVENUE STORES, LLC

By: 

Name: David L Rhoads

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006620 FRAME: 0455

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Ian Maccubbin

Title: Vice President

EXHIBIT A
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Trademarks, Patents, Copyrights

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Name	Record Holder	Registration No.	Status	Application No.	Filing Date	Reg. Date
1428 DENIM	Avenue Stores LLC		Allowed	87/369,265	13-Mar-2017	
1432 DENIM	Avenue Stores LLC	5520506	Allowed	87/369,288	13-Mar-2017	
ALLEY BY AVENUE	Avenue Stores LLC		Allowed	87/154,131	29-Aug-2016	
AVENUE	Avenue Stores LLC	4,009,165	Registered	85/209,694	04-Jan-2011	09-Aug-2011
AVENUE	Avenue Stores LLC	3,337,603	Registered	76/180,022	13-Dec-2000	20-Nov-2007
AVENUE	Avenue Stores LLC	4,077,310	Registered	85/388,235	03-Aug-2011	27-Dec-2011
AVENUE	Avenue Stores LLC	2,218,272	Registered	75/297,057	23-May-1997	19-Jan-1999
AVENUE	Avenue Stores LLC	2,445,518	Registered	75/568,309	09-Oct-1998	24-Apr-2001
AVENUE	Avenue Stores LLC	2,474,547	Registered	75/980,665	27-May-1999	31-Jul-2001
AVENUE	Avenue Stores LLC	4,009,165	Registered	85/209,694	04-Jan-2011	09-Aug-2011
AVENUE	Avenue Stores LLC	2,601,626	Registered	75/714,854	27-Mar-1999	30-Jul-2002
AVENUE	Avenue Stores LLC	2,656,395	Registered	76/363,600	28-Jan-2002	03-Dec-2002
AVENUE	Avenue Stores LLC	2,727,404	Registered	75/565,573	06-Oct-1998	17-Jun-2003
AVENUE	Avenue Stores LLC	2,742,451	Registered	75/787,014	27-Aug-1999	29-Jul-2003
AVENUE	Avenue Stores LLC	2,860,468	Registered	75/713,086	25-May-1999	06-Jul-2004
AVENUE	Avenue Stores LLC	2,993,599	Registered	76/434,479	24-Jul-2002	13-Sep-2005
AVENUE	Avenue Stores LLC	2,065,819	Registered	74/733,040	22-Sep-1995	27-May-1997
AVENUE BODY	Avenue Stores LLC	2,534,538	Registered	75/679,659	12-Apr-1999	29-Jan-2002
AVENUE JR.	Avenue Stores LLC		To Abandon	87/173,102	15-Sep-2016	
AVENUE JUNIOR	Avenue Stores LLC		To Abandon	87/173,089	15-Sep-2016	

AVENUE OUTLET (Stylized Stacked w/Clothes Hanger Design)	Avenue Stores LLC	5,023,015	Registered	86/284,298	17-May-2014	16-Aug-2016
AVENUE PLUS	Avenue Stores LLC	2,251,168	Registered	75/423,956	27-Jan-1998	08-Jun-1999
AVENUE YOURSELF (Stylized with Heart Design)	Avenue Stores LLC	4,988,955	Registered	85/885,323	25-Mar-2013	28-Jun-2016
AVENUE.COM	Avenue Stores LLC	2,472,442	Registered	75/980,596	27-May-1999	24-Jul-2001
AVENUEOUTLET (Stylized Horizontal w/Clothes Hanger Design)	Avenue Stores LLC	5,013,379	Registered	86/284,294	17-May-2014	02-Aug-2016
CLOUD HEEL STRIKE PAD	Avenue Stores LLC	2,423,679	Registered	75/402,951	10-Dec-1997	23-Jan-2001
CLOUD WALK	Avenue Stores LLC	634,405	Registered	71/692,346	02-Aug-1955	11-Sep-1956
CLOUD WALKER	Avenue Stores LLC	534,076	Registered	71/585,064	20-Sep-1949	28-Nov-1950
CLOUD WALKERS	Avenue Stores LLC	2,094,680	Registered	75/126,778	28-Jun-1996	09-Sep-1997
CLOUD WALKERS (Design)	Avenue Stores LLC	2,673,518	Registered	75/646,503	02-Oct-1998	14-Jan-2003
DELUX STRETCH	Avenue Stores LLC	4,714,216	Registered	86/249,311	11-Apr-2014	31-Mar-2015
DREAM CURVES	Avenue Stores LLC	2,848,836	Registered	76/464,641	06-Nov-2002	01-Jun-2004
FORELLI	Avenue Stores LLC	1,528,397	Registered	73/742,946	29-Jul-1988	07-Mar-1989
HIDDEN STYLE	Avenue Stores LLC	3,951,871	Registered	77/893,548	15-Dec-2009	26-Apr-2011
JUST LIKE WALKING ON AIR	Avenue Stores LLC	2,351,577	Registered	75/641,016	16-Feb-1999	23-May-2000
LORALETTE	Avenue Stores LLC	5449305	Allowed	87/175,090	19-Sep-2016	
NOTHING SHOULD STOP YOU	Avenue Stores LLC	2,300,481	Registered	75/344,134	20-Aug-1997	14-Dec-1999
SEXY NIGHTS	Avenue Stores LLC	4,013,617	Registered	85/063,966	16-Jun-2010	16-Aug-2011
SLEEP COOL BY AVENUE	Avenue Stores LLC	4,603,283	Registered	86/136,819	06-Dec-2013	09-Sep-2014
SMOOTH EMBRACE	Avenue Stores LLC	3,432,105	Registered	77/071,336	26-Dec-2006	20-May-2008
VIP KNITS BY AVENUE	Avenue Stores LLC	4,619,966	Registered	86/136,844	06-Dec-2013	14-Oct-2014
WEXT	Avenue Stores LLC		Allowed	87/173,077	15-Sep-2016	
YOURSELF (Stylized with Heart Design)	Avenue Stores LLC	4,988,956	Registered	85/885,348	25-Mar-2013	28-Jun-2016
YUMMY FLEECE BY AVENUE	Avenue Stores LLC	4,730,949	Registered	86/380,739	29-Aug-2014	05-May-2015
AVELEISURE	Avenue Stores LLC		Pending	87/810,500	7/25/2018	3/12/2019
Aveology	Avenue Stores LLC		Registered	87951283	8/1/2018	5/12/2018
Avenue Rewards	Avenue Stores LLC		Pending	87954323	3/18/2019	

Avenue VIP	Avenue Stores LLC		Pending	87954329	3/18/2019	
Avenue Elite	Avenue Stores LLC		Pending	87954338	3/18/2019	
Avenue Premiere	Avenue Stores LLC		Pending	87954340	3/18/2019	
AVEOLOGY	Avenue Stores LLC		Pending	87/951,283	6/6/2018	
AVENUE STUDIO	Avenue Stores LLC		Dead	85/323,643		
BUTTER DENIM	Avenue Stores LLC		Dead	86/442,498		
ALLY	Avenue Stores LLC		Dead	87/126,086		
ALLEY	Avenue Stores LLC		Dead	87/034,932		
ALLY BY AVENUE	Avenue Stores LLC		Dead	87/154,607		
EFFIGY	Avenue Stores LLC		Dead	87,170,227		
ZUZZ	Avenue Stores LLC		Dead	87/173,085		
DUSTFALL	Avenue Stores LLC		Dead	87/177,671		
AVENUE JR.	Avenue Stores LLC		Dead	87/173,102		
AVENUE JUNIOR	Avenue Stores LLC		Dead	87/173,089		
RED BY AVENUE	Avenue Stores LLC		Dead	86,775,797		
ALLEY BY AVENUE	Avenue Stores LLC		Dead	87/154,131		
WEXT	Avenue Stores LLC		Dead	87/173077		
1428 DENIM	Avenue Stores LLC		Dead	87/369265		

U.S. PATENT REGISTRATIONS AND APPLICATIONS

Patent Name	Owner	Patent Number (App. Number)	Reg. Date (App. Date)	Status
WOMEN'S HONEYCOMB SHOE SOLE	Avenue Stores, LLC	D412,239	07/27/1999	Patented Case

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS

Title	Record Owner	Registration Number	Registration Date
Cloud Walkers	Avenue Stores, LLC	VA0000844467	11/21/1996

EXHIBIT B
TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

LIST OF EXCLUSIVE COPYRIGHT LICENSES GRANTED BY THIRD PARTIES

None