

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521724

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL RECORDED AT REEL 5377, FRAME 0621

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KeyBank National Association		04/26/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC, as Agent
Street Address:	60 State St., Suite 700
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3024634	UNCOVER YOUR STYLE DISCOVER Z GALLERIE
Registration Number:	3024632	UNCOVER YOUR STYLE DISCOVER Z GALLERIE
Registration Number:	2961180	Z
Registration Number:	2747220	Z GALLERIE
Registration Number:	3900952	Z GHOULLERIE
Registration Number:	1897134	Z Z GALLERIE
Registration Number:	1779881	Z GALLERIE
Registration Number:	1618180	Z GALLERIE

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

CH \$215.00 3024634

ATTORNEY DOCKET NUMBER:	43082 / 015
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/02/2019

Total Attachments: 4

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

ASSIGNMENT dated as of April 26, 2019, from KeyBank National Association, as Agent for the Secured Parties (in such capacity as Agent, the “Existing Agent”), to Ankura Trust Company, LLC, a Delaware limited liability company, as the successor Agent for the Secured Parties effective as of April 26, 2019 (together with its successors and assigns, the “Successor Agent”). All terms capitalized but not otherwise defined herein shall have the meanings as in the Trademark Security Agreement as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of October 8, 2014 by Z Gallerie, LLC, a Delaware limited liability company (the “Grantor”) in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on October 8, 2014 at Reel 5377 Frame 0621 (the “Trademark Security Agreement”), the Grantor granted a security interest to the Existing Agent for the ratable benefit of the Secured Parties in certain Trademark Collateral including the trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Existing Agent has assigned all of its rights, powers and privileges as Agent under the Trademark Security Agreement to the Successor Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Existing Agent hereby acknowledges and agrees as follows:

1. Definitions. The term “Trademark Collateral” shall have the meaning ascribed to it in the Trademark Security Agreement, and includes, without limitation, those items listed on Schedule 1 hereto.

2. Assignment of Security Interest. The Existing Agent hereby assigns all of its rights, powers and privileges under the Trademark Security Agreement, including those respecting the Trademark Collateral, to the Successor Agent.

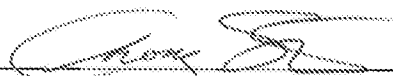
3. Further Assurances. The Existing Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Chong Street
Title: Senior Vice President

Accepted and Agreed:

SUCCESSOR AGENT:

ANKURA TRUST COMPANY, LLC,
as Agent

By: 

Name: Ryan M. Roy

Title: Managing Director

Schedule 1

REGISTERED TRADEMARKS

Serial Number	Reg. Number	Word Mark
<u>78390314</u>	<u>3024634</u>	<u>UNCOVER YOUR STYLE DISCOVER Z GALLERIE</u>
<u>78390309</u>	<u>3024632</u>	<u>UNCOVER YOUR STYLE DISCOVER Z GALLERIE</u>
<u>78291356</u>	<u>2961180</u>	<u>Z</u>
<u>78138774</u>	<u>2747220</u>	<u>Z GALLERIE</u>
<u>77289860</u>	<u>3900952</u>	<u>Z GHOULLERIE</u>
<u>74215123</u>	<u>1897134</u>	<u>Z Z GALLERIE</u>
<u>74215139</u>	<u>1779881</u>	<u>Z GALLERIE</u>
<u>74021628</u>	<u>1618180</u>	<u>Z GALLERIE</u>