

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Europa Eye Wear Corp.		06/07/2019	Corporation:
S&W L.L.C.		06/07/2019	Limited Liability Company:
Independent Eyewear Manufacturing, LLC		06/07/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86497328	WICKER PARK	
Serial Number:	86479631	STATE	
Serial Number:	85794092	TRENDIES	
Serial Number:	77680352	ALTERNATIVES	
Serial Number:	77680020	MICHAEL RYEN	
Serial Number:	76093712	CINZIA	
Serial Number:	78670327	ADIN THOMAS	
Serial Number:	76282648	JAZZ	
Serial Number:	74536866	EUROPA	
Serial Number:	74492983	SCOTT HARRIS	
Serial Number:	75001885	ORIGINAL PILOT SUNGLASS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	617-523-2700		
Email:	susan.dinicola@hklaw.com		
TRADEMARK			

OP \$290.00 86497328

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 06/19/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made as of June 7, 2019 (the “**Effective Date**”) among each of the signatories hereto as grantors (collectively, the “**Grantors**”) in favor of BMO HARRIS BANK N.A., as lender (together with its permitted assigns in such capacity, the “**Lender**”).

RECITALS:

WHEREAS, reference is made to (a) that certain Credit Agreement, dated as of June 7, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Grantors, the other grantors party thereto and the Lender and (b) that certain Security Agreement, dated as of June 7, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and the other grantors party thereto in favor of the Lender; Capitalized terms used but not defined herein shall have the meanings provided in the Credit Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Lender a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Lender a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All Patents and Patent Licenses, including, but not limited to: all registrations, provisional and applications referred to in **Schedule 1** hereto; and

(b) All Trademarks and Trademark Licenses, including, but not limited to the registrations and applications referred to in **Schedule 1** hereto.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Illinois.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

EUROPA EYE WEAR CORP.

By: Jerome J. Wolowicz
Name: Jerome J. Wolowicz
Title: President

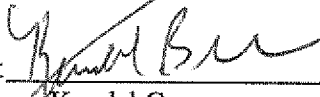
S & W L.L.C.

By: Jerome J. Wolowicz
Name: Jerome J. Wolowicz
Title: Manager

**INDEPENDENT EYEWEAR
MANUFACTURING, LLC**

By: Jerome J. Wolowicz
Name: Jerome J. Wolowicz
Title: Manager

BMO HARRIS BANK N.A. as Lender

By: 
Name: Kendal Cross
Title: Vice President



SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT


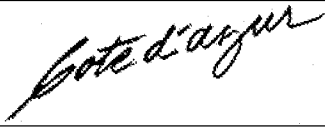


1. Patents

None.

2. Trademark Registrations and Applications

Grantor	Trademark	Filing Date	Status	Serial No
Europa Eye Wear Corp.	WICKER PARK	January 7, 2015	Live	86497328
Europa Eye Wear Corp.	STATE	December 12, 2014	Live	86479631
Europa Eye Wear Corp.	STATE OPTICAL Note: Swiss Trademark	February 6, 2018	Live	51615/2018
Europa Eye Wear Corp.	STATE OPTICAL Note: International Trademark	July 23, 2018	Live	1422792
Europa Eye Wear Corp.	STATE Note: Swiss Trademark	February 6, 2018	Live	51617/2018
Europa Eye Wear Corp.	STATE Note: International Trademark	July 23, 2018	Live	1426680
Europa Eye Wear Corp.	TRENDIES	December 4, 2012	Live	85794092
Europa Eye Wear Corp.	ALTERNATIVES	February 27, 2009	Live	77680352
Europa Eye Wear Corp.	MICHAEL RYEN	February 27, 2009	Live	77680020
Europa Eye Wear Corp.	CINZIA Note: EUIPO Trademark	November 22, 2006	Expired	005488762
Europa Eye Wear Corp.	CINZIA	July 24, 2000	Live	76093712

Grantor	Trademark	Filing Date	Status	Serial No.
Europa Eye Wear Corp.		December 9, 1991	Dead/cancelled	74228081
Europa Eye Wear Corp.	REDEUX	March 1, 2009	Dead/cancelled	77680991
Europa Eye Wear Corp.	DAVID BENJAMIN	August 13, 2007	Dead/cancelled	77253615
Europa Eye Wear Corp.	ADIN THOMAS	July 14, 2005	Live	78670327
Europa Eye Wear Corp.	JAZZ	July 10, 2001	Live	76282648
Europa Eye Wear Corp.	CUT CHEX	November 26, 1999	Dead/abandoned	75858357
Europa Eye Wear Corp.	CUT CHECKS	November 26, 1999	Dead/abandoned	75858356
Europa Eye Wear Corp.	MEDI-FRAMES	October 28, 1999	Dead/abandoned	75833441
Europa Eye Wear Corp.	EYESPIES	June 2, 1997	Dead/abandoned	75301813
Europa Eye Wear Corp.		September 15, 1994	Dead/abandoned	74573690
Europa Eye Wear Corp.		August 24, 1994	Dead/abandoned	74565176
Europa Eye Wear Corp.	EUROPA	June 13, 1994	Live	74536866
Europa Eye Wear Corp.	SCOTT HARRIS Note: Canadian Trademark	January 19, 2004	Live	753820
Europa Eye Wear Corp.	SCOTT HARRIS	February 22, 1994	Live	74492983

Grantor	Trademark	Filing Date	Status	Serial No.
Europa Eye Wear Corp.	SCOTT HARRIS Note: EUIPO Trademark	November 22, 2006	Expired	005488523
Europa Eye Wear Corp.	SCOTT HARRIS Note: Australian Trademark	May 22, 2001	Lapsed/not accepted	876562
Europa Eye Wear Corp.		December 11, 1991	Dead/cancelled	74229148
Europa Eye Wear Corp.		December 9, 1991	Dead/cancelled	74228080
Europa Eye Wear Corp.	ALTERNATIVES	December 9, 1991	Dead/cancelled	74228083
Europa Eye Wear Corp.		December 9, 1991	Dead/cancelled	74228082
Europa Eye Wear Corp.		December 9, 1991	Dead/abandoned	74228079
Europa Eye Wear Corp.	DRIVING CLIPS	July 29, 2004	Dead/abandoned	78459151
Europa Eye Wear Corp.	EUROPA Note: Canadian Trademark	April 21, 2016	Live	1725962
Europa Eye Wear Corp.	JAZZ Note: EUIPO Trademark	July 25, 2001	Expired	002315927
Europa Eye Wear Corp.	JAZZ Note: Canadian Trademark	September 19, 2001	Expunged	882942
Europa Eye Wear Corp.	JAZZ Note: Australian Trademark	May 22, 2011	Removed/not renewed	876561

Grantor	Trademark	Filing Date	Status	Serial No.
Europa Eye Wear Corp.	COTE D'AZUR Note: Australian Trademark	May 22, 2011	Lapsed/not accepted	876605
Europa Eye Wear Corp.	ORIGINAL PILOT SUNGLASS	October 5, 1995	Live	75001885