

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547961

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rebecca Taylor, Inc.		11/04/2019	Corporation: NEW YORK
Parker Lifestyle, LLC		11/04/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crystal Financial LLC, as Administrative Agent		
<b>Street Address:</b>	Two International Place, 17th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4145906	REBECCA TAYLOR	
<b>Registration Number:</b>	2601789	REBECCA TAYLOR	
<b>Registration Number:</b>	2132863	REBECCA TAYLOR	
<b>Registration Number:</b>	5587216	TAYLOR TO YOU BY REBECCA TAYLOR	
<b>Registration Number:</b>	4738355	DEVLIN	
<b>Serial Number:</b>	88509299	PARKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	21798 / 049		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		

CH \$165.00 4145906

<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	11/04/2019
<b>Total Attachments: 5</b> source=Grant of Security Interest in Trademarks Executed#page1.tif source=Grant of Security Interest in Trademarks Executed#page2.tif source=Grant of Security Interest in Trademarks Executed#page3.tif source=Grant of Security Interest in Trademarks Executed#page4.tif source=Grant of Security Interest in Trademarks Executed#page5.tif	

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**November 4, 2019**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the undersigned (the “Grantor”), hereby grants (this “Grant”) to CRYSTAL FINANCIAL LLC, as administrative agent (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the “Marks”), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Guarantee and Collateral Agreement by, among others, the Grantor and the Grantee, dated as of August 21, 2018 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Grant 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 Grant by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Grant.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date

hereof.

REBECCA TAYLOR, INC., as Grantor

By: 

Name: Bruce Migliaccio

Title: Chief Financial Officer

PARKER LIFESTYLE, LLC, as Grantor

By: 

Name: Bruce Migliaccio

Title: Chief Financial Officer

[Signature Page to Term Grant of Security Interest in United States Trademarks]

**TRADEMARK**  
**REEL: 006786 FRAME: 0981**

CRYSTAL FINANCIAL LLC,  
as Administrative Agent


By:  \_\_\_\_\_

Name:

Title:

Mirko Andric  
Managing Director

Schedule A

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Owner
REBECCA TAYLOR	US	85419074 09-SEP-2011	4145906 22-MAY-2012	Registered	Rebecca Taylor, Inc.
REBECCA TAYLOR	US	75818103 08-OCT-1999	2601789 30-JUL-2002	Registered	Rebecca Taylor, Inc.
REBECCA TAYLOR	US	75277942 21-APR-1997	2132863 27-JAN-1998	Registered	Rebecca Taylor, Inc.
TAYLOR TO YOU BY REBECCA TAYLOR	US	87436370 04-MAY-2017	5587216 16-OCT-2018	Registered	Rebecca Taylor, Inc.
DEVLIN	US	86390965 10-SEP-2014	4738355 19-MAY-2015	Registered	Parker Lifestyle, LLC
PARKER (Stylized) 	US	88509299 11-JUL-2019	--	Pending	Parker Lifestyle, LLC