

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Negative Pledge - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EILEEN FISHER, INC.		08/09/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank Leumi USA		
Street Address:	579 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5610919	BIDNAMI	
Registration Number:	4831114	VISION2020	
Registration Number:	4769364	THE FISHER PROJECT	
Registration Number:	4182023	GREEN EILEEN	
Registration Number:	3981350	E EILEEN FISHER	
Registration Number:	3900761	EILEEN FISHER	
Registration Number:	3900338	EILEEN FISHER	
Registration Number:	3413083	EILEEN FISHER HOME	
Registration Number:	3634309	EILEEN FISHER	
Registration Number:	3941655	EILEEN FISHER COMPANY STORE	
Registration Number:	3834311	EILEEN FISHER LAB	
Registration Number:	3834310	EILEEN FISHER LAB	
Registration Number:	2003225	EILEEN FISHER	
Serial Number:	88017348	MAKING SPACE AT EILEEN FISHER	
Serial Number:	88278653	WASTE NO MORE	
Serial Number:	88278660	CIRCULAR BY DESIGN	
Serial Number:	88253591	EILEEN FISHER IS. DESIGN WITH PURPOSE.	
Serial Number:	88278643	EILEEN FISHER RENEW	
Serial Number:	88278647	EILEEN FISHER DESIGNWORK	

OP \$540.00 5610919

Property Type	Number	Word Mark
Serial Number:	88278657	EILEEN FISHER LIFEWORK
Serial Number:	88362623	WOMEN TOGETHER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	08/14/2019

Total Attachments: 5

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

EILEEN FISHER, INC.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership
- Citizenship: NY
- Execution Date(s): August 9, 2019
- Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

Name: Bank Leumi USA

No

Internal Address:

Street Address: 579 Fifth Avenue

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Negative Pledge - Trademarks
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature: _____

Signature

August 12, 2019

Date

Syed Humza Moinuddin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EILEEN FISHER, INC.
2 Bridge Street
Irvington, New York 10533

August 9, 2019

BANK LEUMI USA
579 Fifth Avenue
New York, NY 10017

Re: Negative Pledge -- Trademarks

Ladies and Gentlemen:

Reference is made to (i) the Amended and Restated Loan and Security Agreement, dated as of February 24, 2016 (as amended, modified and supplemented from time to time, the "*Loan Agreement*"), by and among Eileen Fisher, Inc., a New York corporation ("*Borrower*"), the lenders party thereto (the "*Lenders*") and Bank Leumi USA, as agent for the Lenders (in such capacity, "*Agent*") and (ii) all of the other agreements, documents and instruments, including, without limitation, the Other Documents referred to therein or at any time executed and/or delivered in connection therewith or related thereto, collectively, the "*Financing Agreements*"). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

As a condition to Agent's and the Lenders' continuation of the financing arrangements contemplated by the Financing Agreements and entering into Amendment No. 9 to Amended and Restated Loan and Security Agreement, Lender requires that Borrower execute and deliver this letter agreement ("*Negative Pledge Agreement*").

Borrower hereby covenants and agrees in favor of Agent and the Lenders that until such time as the Obligations have been satisfied and paid in full and the Loan Agreement and the other Financing Agreements have been terminated and are no longer in force and effect, Borrower shall not create, incur, assume or suffer to exist any security interest, mortgage, pledge, lien, charge, encumbrance or any other Lien of any nature whatsoever on any of Borrower's Trademarks, other than (x) Permitted Encumbrances and (y) in connection with the incurrence of Permitted Trademark Debt.

Borrower acknowledges, confirms and agrees that (a) Agent and the Lenders are relying on this Negative Pledge Agreement in connection with the financing arrangements with Borrower, (b) this Negative Pledge Agreement is an Other Document under the Loan Agreement and (c) a default in the performance of or compliance with any term or condition contained herein shall constitute an Event of Default under the Loan Agreement.

This Negative Pledge Agreement may not be changed or terminated orally or by course of conduct. Any change to the terms of this Negative Pledge Agreement must be in writing and signed by Agent and Borrower. This Negative Pledge Agreement shall be binding upon Borrower and its successors and assigns and shall be enforceable by and inure to the benefit of Agent and its successors and assigns.

The validity, interpretation and enforcement of this Negative Pledge 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.

Very truly yours,

EILEEN FISHER, INC.

By:

Name:

Title:

Very truly yours,

EILEEN FISHER, INC.

By: 

Name: VINCE PIREWAN

Title: CFO

[Signature Page to Negative Pledge Agreement]

TRADEMARK
REEL: 006818 FRAME: 0537

SCHEDULE A

Trademarks

Serial Number	Reg. Number	Word Mark
87847942	5610919	Eileen Fisher Home
86550530	4831114	Vision2020
86054061	4769364	The Fisher Project
85355207	4182023	Green Eileen
85175967	3981350	E Eileen Fisher
85074559	3900761	Eileen Fisher
85042758	3900338	Eileen Fisher
78808932	3413083	Eileen Fisher Home
77555904	3634309	Eileen Fisher
77895011	3941655	Eileen Fisher Company Store
77893968	3834311	Eileen Fisher Lab
77893967	3834310	Eileen Fisher Lab
75016172	2003225	Eileen Fisher
88017348	N/A	Making Space at Eileen Fisher
88278653	N/A	Waste No More
88278660	N/A	Circular By Design
88253591	N/A	Eileen Fisher Is. Design with Purpose.
88278643	N/A	Eileen Fisher Renew
88278647	N/A	Eileen Fisher Designwork
88278657	N/A	Eileen Fisher Lifework
88362623	N/A	Women Together