

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM567056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONTANA SILVERSMITHS, INC.		03/13/2020	Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	SIENA LENDING GROUP LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	35211		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4031755	ATTITUDE BUCKLES	
Registration Number:	4166757	MONTANA ARMOR	
Registration Number:	1936565	MONTANA ARMOR	
Registration Number:	2411683	MONTANA SILVERSMITHS	
Registration Number:	4303549	MONTANA SILVERSMITHS	
Registration Number:	4090743	MONTANA TIME	
Registration Number:	4108112		
Registration Number:	5883445	EVERY BUCKLE HAS A STORY	
Registration Number:	3489313	COWBOYS OF FAITH	
Registration Number:	3932847	COWGIRLS OF FAITH	
Registration Number:	4265102	PURE MONTANA	
Registration Number:	4514984	MONTANA MOMENTS	
Registration Number:	5219522	MONTAGLIA	
Registration Number:	5219781	STERLING LANE	
Registration Number:	4108109	BRAND OF CHAMPIONS	
Registration Number:	5872950	EVERY BUCKLE HAS A STORY	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 4031755

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

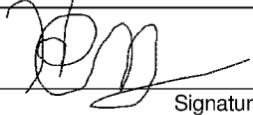
NAME OF SUBMITTER:	Syed Humza Moinuddin
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SIGNATURE:	/Syed Humza Moinuddin/
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DATE SIGNED:	03/13/2020
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Total Attachments: 10

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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): <u>MONTANA SILVERSMITHS, INC.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company Citizenship: <u>AL</u> Execution Date(s): <u>March 13, 2020</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <div style="text-align: right;"><input type="checkbox"/> Yes</div> Additional names, addresses, or citizenship attached? <div style="text-align: right;"><input checked="" type="checkbox"/> No</div> Name: <u>SIENA LENDING GROUP LLC</u> Internal Address: Street Address: <u>9 W Broad Street, 5th Floor</u> City: <u>Stamford</u> State: <u>CT</u> Country: <u>USA</u> Zip: <u>35211</u> <input type="checkbox"/> Association Citizenship: <input type="checkbox"/> General Partnership Citizenship: <input type="checkbox"/> Limited Partnership Citizenship: <input type="checkbox"/> Corporation Citizenship: <input checked="" type="checkbox"/> Other: <u>LLC</u> Citizenship: <u>USA</u> If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:	4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) See Attached Schedule 1 B. Trademark Registration No.(s) See Attached Schedule 1 <div style="text-align: right;"><input type="checkbox"/> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</div> <hr/> 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: <u>Syed Humza Moinuddin</u> Internal Address: Otterbourg P.C. Street Address: 230 Park Avenue City: <u>New York</u> State: <u>NY</u> Zip: <u>10169</u> Phone Number: <u>212-905-3719</u> Fax Number: Email Address: <u>hmoinuddin@otterbourg.com</u>	6. Total number of applications and registrations involved: 17 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: <div style="margin-left: 40px;"> a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name: </div>
9. Signature: _____ <div style="text-align: center; margin-top: -20px;">  Signature </div> <div style="text-align: center; margin-top: 10px;"> <u>Syed Humza Moinuddin</u> Name of Person Signing </div> <div style="text-align: right; margin-top: 20px;"> <u>March 13, 2020</u> Date Total number of pages including cover sheet, attachments, and document: 13 </div>	

TRADEMARK
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of March 13, 2020 by MONTANA SILVERSMITHS, INC., a Delaware corporation ("**Grantor**"), in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors, participants, and assigns, "**Lender**");

W I T N E S S E T H

WHEREAS, Grantor, certain of Grantor's affiliates and Lender are parties to a certain Loan and Security Agreement dated as of the date of this Agreement (as the same may be amended, restated, supplemented or modified from time to time, the "**Loan Agreement**") providing for the extensions of credit to be made to Grantor, as borrower, by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations and until the payment and performance in full thereof, Grantor hereby grants to Lender a continuing security interest in Grantor's entire right, title and interest in, to, and under the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that to Grantor's knowledge the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, following the occurrence and during the continuance of an Event of Default be joined as a

nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. Termination; Release. This Agreement, and the security interests granted hereby shall terminate with respect to all Obligations when the principal of and interest on each Loan and all fees and other Obligations (other than unasserted contingent indemnification Obligations) shall have been indefeasibly performed and paid in full in cash.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

7. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

8. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MONTANA SILVERSMITHS, INC.

By: 

Name: Jack Gunion

Title: Chief Executive Officer

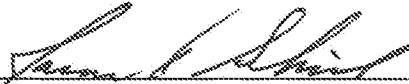
[Signature page to Intellectual Property Security Agreement]

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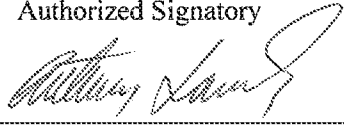
Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 

Name: Jason Schick

Title: Authorized Signatory

By: 

Name: Anthony Lavinio

Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

SCHEDULE I

(a) Patents and Patent Licenses

Patent	Application Number	Registration Date	Patent Number
None			

(b) Trademarks and Trademark Licenses

Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Attitude Buckles	85297520	04/18/2011	4031755	09/27/2011
Montana Armor	85340825	06/08/2011	4166757	07/03/2012
Montana Armor	74521515	5/9/1994	1936565	11/21/1995
Montana Silversmiths	75434333	02/13/1998	2411683	12/12/2000
Montana Silversmiths	85340642	06/08/2011	4303549	03/19/2013
Montana Time	85349319	06/17/2011	4090743	01/24/2012
Shadow Man Logo	85349153	06/17/2011	4108112	03/06/2012
Every Buckle has a Story	88352043	03/22/2009	5883445	10/15/2019
Every Buckle has a Story	88352023	3/22/2019	5872950	10/15/2019
Cowboys of Faith	77050308	10/25/2017	3489313	10/31/2019
Cowgirls of Faith	85045966	5/24/2010	3932847	3/15/2011
Pure Montana	85253934	2/28/2011	4265102	12/25/2012
Montana Moments	85349197	6/17/2011	4514984	4/15/2014
Montaglia	86940575	3/15/2016	5219522	6/6/2017
Sterline Lane	87055016	5/31/2016	5219781	6/6/2017
Attitude Buckles	85297520	4/18/2011	4031755	9/27/2011
Brand of Champions	85348701	06/17/2011	4108109	03/06/2012

(c) Copyrights and Copyright Licenses

Copyright	Registration Number	Registration Date
None		

POWER OF ATTORNEY

March 13, 2020

MONTANA SILVERSMITHS, INC., a Delaware corporation ("Grantor"), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("Lender") under that certain Loan and Security Agreement among Lender, Grantor and certain other Loan Party Obligors, dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

Power of Attorney to Intellectual Property Security Agreement

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, as of the date first set forth above.

MONTANA SILVERSMITHS, INC.

By: 

Name: Jack Gunion

Title: Chief Executive Officer