

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM576036

<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>
Lord & Taylor LLC		11/08/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HBC US Propco Holdings LLC		
<b>Street Address:</b>	225 Liberty Street		
<b>Internal Address:</b>	31st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88139212	A SMARTER WAY TO SHOP	
<b>Registration Number:</b>	1720961	AMERICA'S DRESS ADDRESS	
<b>Serial Number:</b>	87539488	ASKYA	
<b>Registration Number:</b>	5513909	ASKYA	
<b>Registration Number:</b>	2929831	BEAUTY.NOW	
<b>Registration Number:</b>	2696590	BEAUTY.NOW	
<b>Registration Number:</b>	4870733	BIRDCAGE	
<b>Registration Number:</b>	4870734	BIRDCAGE	
<b>Registration Number:</b>	5781899	FIND@LORD & TAYLOR	
<b>Registration Number:</b>	5800585	FIND@LORD & TAYLOR	
<b>Registration Number:</b>	2521282	KATE HILL	
<b>Serial Number:</b>	88139214	L+T	
<b>Serial Number:</b>	88139215	L+T A SMARTER WAY TO SHOP	
<b>Registration Number:</b>	5496615	LABORATORY LT MAN	
<b>Registration Number:</b>	5496616	LABORATORY. LORD & TAYLOR MAN	
<b>Registration Number:</b>	3488206	LORD & TAYLOR	
<b>Registration Number:</b>	1960413	LORD & TAYLOR	
<b>Registration Number:</b>	3488202	LORD & TAYLOR	

CH \$640.00 88139212

Property Type	Number	Word Mark
Registration Number:	4874817	LORD & TAYLOR 424 FIFTH
Registration Number:	5429384	LORD & TAYLOR THE DRESS ADDRESS
Serial Number:	88312193	LORD + TAYLOR
Registration Number:	4150675	SHOP SMART, DO GOOD
Serial Number:	87539495	A
Registration Number:	5445170	A
Registration Number:	5429385	THE DRESS ADDRESS

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 212-728-8000

**Email:** ipdept@willkie.com

**Correspondent Name:** Spencer Simon

**Address Line 1:** 787 Seventh Avenue

**Address Line 4:** New York, NEW YORK 10019

**ATTORNEY DOCKET NUMBER:** 121784.00071

**NAME OF SUBMITTER:** Spencer Simon

**SIGNATURE:** /Spencer Simon/

**DATE SIGNED:** 05/12/2020

#### Total Attachments: 13

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 8<sup>th</sup> day of November, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **HBC US PROPCO HOLDINGS LLC**, a Delaware limited liability company, for itself and as agent under the Transition Services Agreement (in such capacities, the “Secured Party”).

## W I T N E S S E T H:

**WHEREAS, LE TOTE, INC.**, a Delaware corporation (the “Borrower”), and the Secured Party, among others, have entered into that certain Asset Purchase Agreement, dated as of August 27, 2019 and amended as of October 16, 2019, (as further amended, modified, supplemented or restated from time to time, the “Asset Purchase Agreement”) pursuant to which the Secured Party has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, as further described in the Asset Purchase Agreement, the Borrower has issued to the Secured Party (i) a Promissory Note, dated as of the date hereof, in an aggregate principal amount of \$30,420,811.04 (the “Seller Principal Note”) and (ii) an Inventory Note, dated as of the date hereof, in an aggregate principal amount of \$26,517,562.46 (the “Seller Inventory Note”);

**WHEREAS**, as further described in the Asset Purchase Agreement, the Borrower has agreed to cause certain entities to guaranty the payment and performance of the Borrower’s obligations under the Seller Principal Note, the Seller Inventory Note, the Transition Services Agreement and the Borrower’s obligations under Article VI of the Asset Purchase Agreement (such obligations, collectively, the “Obligations”);

**WHEREAS**, the Secured Party is willing to make the financial accommodations to Borrower as provided for in the Asset Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Secured Party the Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”) to secure the payment and performance of all of the Obligations and the Guaranteed Obligations (as defined in the Guaranty Agreement); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Asset Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants to the Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of

such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

Notwithstanding the foregoing, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Federal law; provided, that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a), such intent-to-use trademark application shall cease to be Excluded Property and shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Security Document (as defined in the Asset Purchase Agreement). This Trademark Security Agreement may be executed in any number

of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

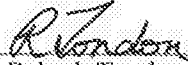
7. CONSENT TO JURISDICTION, SERVICE OF PROCESS, AND WAIVER OF JURY TRIAL PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, SERVICE OF PROCESS AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 10.9 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**LE TOTE, INC.  
LORD & TAYLOR LLC**

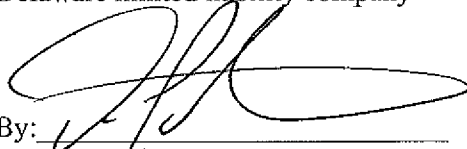
By:   
Name: Rakesh Tondon  
Title: Chief Executive Officer

*[Signature Page to Second Lien Trademark Security Agreement (Project French)]*

**SECURED PARTY:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**HBC US PROPCO HOLDINGS LLC**, a  
Delaware limited liability company



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

Name: Ian Putnam

Title: President, Real Estate and Chief  
Corporate Development Officer

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Owner/Grantor	Trademark	Jurisdiction	Application Number	Filing Date	Registration Number	Registration Date	Status
LE TOTE, INC.	LeTote	Japan			6067039	8/3/2018	Registered
LE TOTE, INC.	Le Tote	Japan			6067040	8/3/2018	Registered
LE TOTE, INC.	Le Totes	Japan			6067041	8/3/2018	Registered
LE TOTE, INC.	LT	Japan			6067042	8/3/2018	Registered
LORD & TAYLOR LLC	424 FIFTH	China (People's Republic)	16338518	2/9/2015	16338518	4/7/2016	Registered
LORD & TAYLOR LLC	A SMARTER WAY TO SHOP	United States of America	88139212	10/2/2018			Pending
LORD & TAYLOR LLC	AMERICA'S DRESS ADDRESS	United States of America	74218341	11/7/1991	1720961	9/29/1992	Registered
LORD & TAYLOR LLC	ANGEL FISH	China (People's Republic)	4233537	8/23/2004	4233537	4/21/2008	Registered
LORD & TAYLOR LLC	ASKYA	Canada	1849108	7/24/2017			Monitored (Advertised)
LORD & TAYLOR LLC	ASKYA	European Union (Community)	17879283	3/23/2018	17879283	8/7/2018	Registered
LORD & TAYLOR LLC	ASKYA	United States of America	87539488	7/24/2017			Allowed ITU
LORD & TAYLOR LLC	ASKYA	United States of America	87976980	7/24/2017	5513909	7/10/2018	Registered
LORD & TAYLOR LLC	BEAUTYNOW	United States of America	78298297	9/10/2003	2929831	3/1/2005	Registered




Owner/Grantor	Trademark	Jurisdiction	Application Number	Filing Date	Registration Number	Registration Date	Status
LORD & TAYLOR LLC	BEAUTYNOW	United States of America	76373174	2/20/2002	2696590	3/11/2003	Registered
LORD & TAYLOR LLC	BIRDCAGE	United States of America	86627570	5/12/2015	4870733	12/15/2015	Registered
LORD & TAYLOR LLC	BIRDCAGE & Design 	United States of America	86627572	5/12/2015	4870734	12/15/2015	Registered
LORD & TAYLOR LLC	CONTEXT	China (People's Republic)	4306043	10/14/2004	4306043	8/7/2008	Registered
LORD & TAYLOR LLC	FIND@LORD & TAYLOR	United States of America	86729041	8/18/2015	5781899	6/18/2019	Registered
LORD & TAYLOR LLC	FIND@LORD & TAYLOR & DESIGN 	United States of America	86739914	8/27/2015	5800585	7/9/2019	Registered
LORD & TAYLOR LLC	GLOBAL ID	China (People's Republic)	4306041	10/12/2004	4306041	5/28/2008	Registered
LORD & TAYLOR LLC	GRANT THOMAS	China (People's Republic)	4233731	8/23/2004	4233731	12/28/2006	Registered
LORD & TAYLOR LLC	GRANT THOMAS	China (People's Republic)	4233735	8/23/2004	4233735	9/28/2007	Registered
LORD & TAYLOR LLC	GRANT THOMAS	China (People's Republic)	4233734	8/23/2004	4233734	9/28/2007	Registered
LORD & TAYLOR LLC	GRANT THOMAS	China (People's Republic)	4233737	8/23/2004	4233737	9/28/2007	Registered




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LORD & TAYLOR LLC	GRANT THOMAS	China (People's Republic)	4233733	8/23/2004	4233733	4/21/2008	Registered
LORD & TAYLOR LLC	GRANT THOMAS	China (People's Republic)	4233732	8/23/2004	4233732	4/21/2008	Registered
LORD & TAYLOR LLC	KATE HILL	Canada	1394887	5/8/2008	TMA838247	12/11/2012	Registered
LORD & TAYLOR LLC	KATE HILL	China (People's Republic)	4233689	8/23/2004	4233689	4/21/2008	Registered
LORD & TAYLOR LLC	KATE HILL	United States of America	76074857	6/21/2000	2521282	12/18/2001	Registered
LORD & TAYLOR LLC	L+T	United States of America	88139214	10/2/2018			Allowed ITU
LORD & TAYLOR LLC	L+T A SMARTER WAY TO SHOP	United States of America	88139215	10/2/2018			Allowed ITU
LORD & TAYLOR LLC	LABORATORY LT MAN	United States of America	87666968	10/31/2017	5496615	6/19/2018	Registered
LORD & TAYLOR LLC	LABORATORY LORD & TAYLOR MAN	United States of America	87666974	10/31/2017	5496616	6/19/2018	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	Canada	1314477	8/25/2006	TMA714633	5/16/2008	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	Canada	764818	9/16/1994	TMA669169	8/2/2006	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	4233688	8/23/2004	4233688	2/28/2009	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	4233686	8/23/2004	4233686	2/28/2009	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	4233685	8/23/2004	4233685	2/28/2009	Registered

Owner/Grantor	Trademark	Jurisdiction	Application Number	Filing Date	Registration Number	Registration Date	Status
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	4233687	8/23/2004	4233687	4/21/2008	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	4233684	8/23/2004	4233684	4/21/2008	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	16338500	2/9/2015	16338500	4/7/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	16338507	2/9/2015	16338507	4/14/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	16338501	2/9/2015	16338501	3/28/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	16338502	2/9/2015	16338502	6/28/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	16338503	2/9/2015	16338503	4/7/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	China (People's Republic)	16338504	2/9/2015	16338504	3/28/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	European Union (Community)	15811185	9/8/2016	15811185	3/10/2017	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	United States of America	77374577	1/17/2008	3488206	8/19/2008	Registered
LORD & TAYLOR LLC	LORD & TAYLOR	United States of America	74668803	5/1/1995	1960413	3/5/1996	Registered
LORD & TAYLOR LLC	LORD & TAYLOR (STYLIZED)	China (People's Republic)	16338495	2/9/2015	16338495	3/28/2016	Registered

Owner/Grantor	Trademark	Jurisdiction	Application Number	Filing Date	Registration Number	Registration Date	Status
							
LORD & TAYLOR LLC	LORD & TAYLOR (STYLIZED) 	China (People's Republic)	16339476	2/9/2015	16339476	4/7/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR (STYLIZED)	China (People's Republic)	16339475	2/9/2015	16339475	4/7/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR (STYLIZED) 	China (People's Republic)	16339474	2/9/2015	16339474	5/14/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR (STYLIZED) 	China (People's Republic)	16338505	2/9/2015	16338505	4/14/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR (STYLIZED) 	China (People's Republic)	16338496	2/9/2015	16338496	4/7/2016	Registered

Owner/Grantor	Trademark	Jurisdiction	Application Number	Filing Date	Registration Number	Registration Date	Status
LORD & TAYLOR LLC	LORD & TAYLOR (STYLIZED) 	China (People's Republic)	16338497	2/9/2015	16338497	6/28/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR (STYLIZED) 	China (People's Republic)	16338498	2/9/2015	16338498	4/7/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR (STYLIZED) 	United States of America	77374557	1/17/2008	3488202	8/19/2008	Registered
LORD & TAYLOR LLC	LORD & TAYLOR 424 FIFTH	Canada	1632987	6/27/2013	TMA941745	6/27/2016	Registered
LORD & TAYLOR LLC	LORD & TAYLOR 424 FIFTH	United States of America	85974463	7/1/2013	4874817	12/22/2015	Registered
LORD & TAYLOR LLC	LORD & TAYLOR CASHMERE	Canada	1576153	4/27/2012	TMA954772	11/9/2016	Registered

Owner/Grantor	Trademark	Jurisdiction	Application Number	Filing Date	Registration Number	Registration Date	Status
LORD & TAYLOR LLC	LORD & TAYLOR CASHMERE	Canada	1806947	10/28/2016	TMA986967	12/15/2017	Registered
LORD & TAYLOR LLC	LORD & TAYLOR THE DRESS ADDRESS	United States of America	87271656	12/16/2016	5429384	3/20/2018	Registered
LORD & TAYLOR LLC	LORD & TAYLOR WOMAN	Canada	1632985	6/27/2013	TMA943674	7/19/2016	Registered
LORD & TAYLOR LLC	LORD + TAYLOR LOGO (COLOR)	United States of America	88312193	2/22/2019			Pending
LORD & TAYLOR LLC	MOON BEAMS	China (People's Republic)	4233534	8/23/2004	4233534	4/21/2008	Registered
LORD & TAYLOR LLC	SHOP SMART, DO GOOD	United States of America	85006217	4/5/2010	4150675	5/29/2012	Registered
LORD & TAYLOR LLC	SPOTTED FROG	China (People's Republic)	4233535	8/23/2004	4233535	4/21/2008	Registered
LORD & TAYLOR LLC	SPOTTED FROG	China (People's Republic)	4233536	8/23/2004	4233536	4/21/2008	Registered
LORD & TAYLOR LLC	STYLIZED A (ASKYA) 	Canada	1849133	7/24/2017			Monitored (Advertised)

Owner/Grantor	Trademark	Jurisdiction	Application Number	Filing Date	Registration Number	Registration Date	Status
LORD & TAYLOR LLC	STYLIZED A (ASKYA) 	United States of America	87539495	7/24/2017			Allowed ITU
LORD & TAYLOR LLC	STYLIZED A (ASKYA) 	United States of America	87976987	7/24/2017	5445170	4/10/2018	Registered
LORD & TAYLOR LLC	THE DRESS ADDRESS	United States of America	87271670	12/16/2016	5429385	3/20/2018	Registered
LORD & TAYLOR LLC	LORD & TAYLOR (STYLIZED) 	China (People's Republic)	16338499	2/9/2015	16338499	4/7/2016	Registered