

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DVF Studio, LLC		07/16/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DVF Studio Holdings, LLC		
Street Address:	440 West 14th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	88117681	DESIGN YOUR LIFE	
Registration Number:	2815344	DIANE VON FURSTENBERG	
Registration Number:	4747190	DIANE VON FURSTENBERG	
Registration Number:	2877401	DIANE VON FURSTENBERG	
Registration Number:	3778687	DIANE VON FURSTENBERG	
Registration Number:	3216366	DIANE VON FURSTENBERG	
Registration Number:	3778630	DIANE VON FURSTENBERG	
Registration Number:	3778688	DIANE VON FURSTENBERG	
Registration Number:	4042362	DIANE VON FURSTENBERG	
Registration Number:	3781750	DIANE VON FURSTENBERG	
Registration Number:	2276188	DIANE VON FURSTENBERG	
Registration Number:	4218017	DIANE VON FURSTENBERG	
Registration Number:	4125766	DIANE VON FURSTENBERG	
Registration Number:	3778629	DIANE VON FURSTENBERG	
Registration Number:	3778628	DVF	
Registration Number:	4738719	DVF	
Registration Number:	3636390	DVF	
Registration Number:	3719338	DVF	
Registration Number:	4042343	DVF	
TRADEMARK			

OP \$890.00 88117681

Property Type	Number	Word Mark
Registration Number:	3723115	DVF
Registration Number:	3719339	DVF
Registration Number:	4125765	DVF
Registration Number:	1081801	FEEL LIKE A WOMAN, WEAR A DRESS!
Serial Number:	88691244	INCHARGE MEDIA
Serial Number:	88117696	LA PETITE VALISE
Serial Number:	88117689	LA PETITE VALISE
Serial Number:	88117687	LA PETITE VALISE
Serial Number:	88117684	LA PETITE VALISE
Registration Number:	3790637	STUDIO BY DIANE VON FURSTENBERG
Serial Number:	88200114	TALITA
Serial Number:	88200109	TALITA VON
Serial Number:	88200107	TALITA VON FURSTENBERG
Serial Number:	88200108	TVF
Serial Number:	88416857	TVF FOR DVF
Serial Number:	88304686	TVF FOR DVF

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1244733
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	07/17/2020

Total Attachments: 16

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DVF Studio Holdings, LLC
440 West 14th Street
New York, NY 10014

July 16, 2020

DVF STUDIO, LLC
440 West 14th Street
New York, NY 10014

Re: Intellectual Property Security Agreement

We have entered into a Promissory Note effective as of July 16, 2020, (as the same may be amended, restated, modified or supplemented from time to time, the “Promissory Note”) by DVF Studio, LLC (hereinafter referred to as “**you**”) to DVF Studio Holdings, LLC (“Lender”), pursuant to which you have incurred Obligations (as defined in the Promissory Note).

As part of the inducement for us to extend credit to you under the Promissory Note, you have agreed to execute this Intellectual Property Security Agreement.

1. DEFINED TERMS

As used in this Intellectual Property Security Agreement, terms defined in the Promissory Note shall have their defined meanings and the following terms shall have the following meanings, unless the context otherwise requires:

“**Code**” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

“**Collateral**” shall have the meaning assigned to it in Section 2 of this Intellectual Property Security Agreement.

“**Default**” shall mean, for purposes of this Intellectual Property Security Agreement, your failure to perform when due any of your obligations under the Promissory Note and your failure to remedy such failure within 5 business days after we have given you written notice of such failure, specifying in reasonable detail the nature of your failure.

“**General Intangibles**” shall have the meaning assigned to it under Section 9-102 of the Code.

“**Intellectual Property Security Agreement**” shall mean this Intellectual Property Security Agreement, as the same may be amended, restated, modified or supplemented from time to time.

“**License**” shall mean each agreement between you and a third party, (i) under which you license the third party to use any of your Trademarks or other intellectual property, as listed in Schedule B, or (ii) that you enter into in the future under which you license a third to use any of your Trademarks or other intellectual property in the United States.

“Obligations” shall have the meaning assigned to that term in the Promissory Note. The term “Obligations” shall also include any and all reasonable attorneys’ fees, costs and other expenses incurred by us or on our behalf in the collection or enforcement of any of the Obligations and the perfection, presentation and enforcement of our rights and remedies hereunder and our security interest in the Collateral.

“Proceeds” shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to you from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to you from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Trademarks” shall mean all your right, title and interest in and to the right to use, in the United States, (i) any trademark listed on Schedule A-1, prints and labels on which said trademark has appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registrations and recordings thereof, including registrations and recordings in the United States Patent and Trademark Office, and (ii) any domain name listed on Schedule A-2, registered with any domain name registrar.

2. GRANT OF SECURITY INTEREST

As collateral security for your prompt and complete payment and performance of all Obligations under the Promissory Note, you hereby pledge and hypothecate in favor of us, and grant to us a security interest in all of your right, title and interest in and to the following property (the “Collateral”):

(a) the Trademarks and the good will of the business symbolized by the Trademarks;

(b) the Licenses;

(c) all Accounts and General Intangibles arising under or relating to each and every License (including, without limitation, (i) all monies due and to become due under any License, (ii) any damages arising out of or for breach or default in respect of any such License, (iii) all other amounts from time to time paid or payable under or in connection with any such License, and (iv) your right to terminate any such License or to perform and to exercise all remedies thereunder); and

(d) all Proceeds and products of any or all of the foregoing.

3. OUR RIGHTS; LIMITATIONS ON OUR OBLIGATIONS

(a) It is expressly agreed by you that, anything herein to the contrary notwithstanding, you shall remain liable under each License to observe and perform all the conditions and obligations to be observed and performed by you thereunder, all in accordance with

and pursuant to the terms and provisions of each such License. We shall not have any obligation or liability under any License by reason of or arising out of this Intellectual Property Security Agreement or its assignment to us or the receipt by us of any payment relating to any License, pursuant thereto, nor shall we be required or obligated in any manner to perform or fulfill any of your obligations under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by us or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to us or to which we may be entitled at any time or times.

(b) Upon the occurrence and continuance of a Default, (i) we may notify parties to the Licenses that we have a security interest in one or more of the Licenses and notify said parties that payments shall be made directly to us thereafter, (ii) you will so notify such parties to the Licenses, and (iii) we may in our own name or in the name of others communicate with parties to the Licenses in order to verify with them to our satisfaction the existence, amount and terms of any Licenses.

4. REPRESENTATIONS AND WARRANTIES

To the best of your knowledge:

(a) Schedule A sets forth a list of all Trademarks registered by you with the United States Patent and Trademark Office.

(b) The Trademarks listed on Schedule A are all of the material Trademarks you presently own and use in the conduct of your business in the United States.

(c) The Licenses listed in Schedule B are all of the material Licenses you presently use in the conduct of your business in the United States.

(d) You have the right and power to grant the security interest herein granted.

(e) None of the Collateral is subject to any liens, claims, mortgages, assignments, or security interests in favor of any party other than us.

5. COVENANTS

You covenant and agree with us that from and after the date of this Intellectual Property Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation. At any time and from time to time, upon our written request, and at your sole expense, you will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as we reasonably require to obtain the full benefits of this Intellectual Property Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code in effect in any jurisdiction with respect to the liens and security interest granted thereby.

(b) Maintenance of Records. You will keep and maintain at your own cost and expense records of the Collateral in accordance with your customary business practices. For our further security, you agree that we shall have an interest in all of your books and records pertaining to the Collateral and you shall deliver and turn over copies of any such books and records to us or to our representatives at any time after the occurrence and during the continuation of a Default on our demand, along with a certificate from a duly authorized officer that the copies accurately reflect the originals.

(c) Maintenance of Trademarks. You will take such actions to maintain your Trademarks and Licenses in effect as you reasonably determine in accordance with your customary business practices. We understand that you may decide in the ordinary course of your business to discontinue the use of one or more Trademarks, allow one or more Licenses to expire, or terminate one or more Licenses.

(d) Indemnification.

(A) You assume all responsibility and liability arising from your use of the Trademarks and you hereby agree to indemnify and hold us harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of your business operations.

(B) After the occurrence and during the continuation of a Default, in any suit, proceedings or action brought by us under any License for any sum owing thereunder, or to enforce any provisions of such License, you will indemnify and keep us harmless from and against any expense, loss, damage, counterclaim, or liability arising out of a breach by you of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of the obligee thereunder, or its successors, from you, and all of your such obligations shall be and remain enforceable against and only against you and shall not be enforceable against us.

(e) Compliance with Laws, etc. You will comply, in all material respects, with all laws, rules, regulations, orders, decrees, and directions of any governmental authority applicable to the Collateral, to the extent that noncompliance would adversely affect our rights or the first priority of our security interest in the Collateral; provided, however, you may contest any law, rule, regulation, order, decree or direction in any reasonable manner that does not affect our rights or the first priority of our security interest in the Collateral.

(f) Payment of Certain Obligations. You will pay all taxes, assessments and governmental charges or levies imposed upon the Collateral before any lien is imposed on the Collateral resulting from your nonpayment.

(g) Limitation of Liens on Collateral. You will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any lien, security interest, encumbrance, claim or right, in or to the Collateral and will defend our right, title and interest in and to any of your rights under the Licenses and to the Proceeds thereof against the claims and demands of all persons whomsoever.

(h) Further Identification of Collateral. You will furnish to us such reports in connection with the Collateral as we may reasonably request, all in reasonable detail.

(i) Right of Inspection. We shall at all times have full and free access during normal business hours to all of your books, correspondence and records, and we or our representatives, upon twenty four hours prior notice, may examine the same, take extracts therefrom and make photocopies thereof, and you agree to render to us, at your cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

(j) Notices. You will advise us, in reasonable detail, promptly after you obtain knowledge of the following: (i) any lien, or claim made or asserted against any of the Collateral, and (ii) any material change in the composition of the Collateral, or the occurrence of any other event, which in any case is reasonably likely to have a material adverse effect on the aggregate value of the Collateral or on the security interest created hereunder.

(k) Limitation on Further Uses of Trademarks, Patents and Copyrights. You will not assign, grant a security interest in or lien upon any of the Collateral, without our prior written consent. This covenant does not prevent you from licensing any Trademark or other intellectual property right (that is, a license does not constitute an assignment, security interest or lien).

6. OUR APPOINTMENT AS ATTORNEY-IN-FACT

(a) Upon the occurrence and during the continuance of a Default, you constitute and appoint us and any of our officers or agents, with full power of substitution, as your true and lawful attorney-in-fact with full power and authority in your place and stead and in your name or in our own name, from time to time in our discretion, without notice to or assent by you to do the following:

(i) To ask, demand, collect, receive and give acquittance and receipts for any and all moneys due and to become due under any Licenses and, in your name or our own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Licenses.

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral.

(iii) To direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to us or as we shall direct.

(iv) To receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral.

(v) To commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral.

(vi) To defend any suit, action or proceeding brought against you with respect to any Collateral.

(vii) To dispose of the Collateral in a commercially reasonable manner under the Code.

This power of attorney is a power coupled with an interest and shall be irrevocable during the continuance of any Default.

(b) The powers conferred on us hereunder are solely to protect our interests in the Collateral and shall not impose any duty upon us to exercise any such powers. We shall be accountable only for amounts that we actually receive as a result of the exercise of such powers.

(c) Neither we nor any of our officers, directors, employees or agents shall be responsible to you for any act or failure to act, except for (i) our own gross negligence or willful misconduct, and (ii) our failure to comply with our responsibilities to you under the Code.

(d) In any case in which we dispose of any Collateral in a commercially reasonable manner under the Uniform Commercial Code, you also authorize us to execute any reasonably necessary assignments or other instruments of conveyance or transfer with respect to the Collateral.

7. EXECUTION OF POWER OF ATTORNEY

Concurrently with the execution and delivery hereof, you are executing and delivering to us, in the form of Exhibit A hereto, one (1) original of a Power of Attorney for the implementation of the commercially reasonable disposition of the Trademarks pursuant to paragraph 6 hereof.

8. PERFORMANCE BY US OF YOUR OBLIGATIONS

If you fail to perform or comply with any of your agreements contained herein and we, as provided for by the terms of this Intellectual Property Security Agreement, shall ourselves perform or comply, or otherwise cause performance or compliance, with such agreement, our expenses incurred in connection with such performance or compliance shall be payable by you to us on demand and shall constitute Obligations secured hereby.

9. REMEDIES, RIGHTS UPON DEFAULT

(a) If a Default shall occur and be continuing:

(i) All payments received by you under or in connection with any of the Collateral shall be held by you in trust for us, shall be segregated from other funds of yours, and shall forthwith upon receipt by you, be turned over to us, in the same form as received by you (duly indorsed by you to us, if required); and

(ii) any and all such payments so received by us (whether from you or otherwise) may, in our sole discretion, be held by us as collateral security for, and/or then or at any time thereafter applied in whole or in part by us against all or any part of the Obligations in such order as we shall elect. Any balance of such payments held by us and remaining after payment in full of all the Obligations shall be paid over to you or to whomsoever may be lawfully entitled to receive the same.

(b) If any Default shall occur and be continuing, we may exercise in addition to all other rights and remedies granted to us in this Intellectual Property Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. You shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which we are entitled.

(c) You also agree to pay all of our costs, including attorneys' fees, incurred with respect to the collection of any of the Obligations and the enforcement of any of our rights hereunder.

(d) You hereby waive presentment of any kind in connection with this Intellectual Property Security Agreement or any Collateral.

10. LIMITATION ON OUR DUTY IN RESPECT OF COLLATERAL

Beyond the safe custody thereof, we shall not have any duty as to any Collateral in our possession or control or in the possession or control of any of our agents or nominees or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

11. NOTICES

Any notice to either party shall be deemed to have been validly served (a) upon the earlier of actual receipt or four (4) days after deposit in the United States Mail, registered or certified mail, return receipt requested, with proper postage prepaid, (b) upon transmission, when sent by telecopy or other similar facsimile transmission (with such telecopy or facsimile promptly confirmed by delivery of a copy by personal delivery or United States mail as set forth in subsection (a) above; (b) one (1) business day after deposit with a reputable overnight courier with all charges prepaid; or (d) when hand-delivered and received by the party to be notified.

Any notice shall be addressed as follows:

To: DVF Studio Holdings, LLC
440 West 14th Street
New York, NY 10014
Attention: Dianne von Furstenberg
Telephone: (212) 463 6000
Facsimile: (212) 924 8095

With a copy to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attention: Joshua A. Feltman
Telephone: (212) 403-1000
Facsimile: (212) 403-2000

To: DVF STUDIO, LLC
440 West 14th Street
New York, NY 10014
Attention: Andrew Stokoe
Telephone: (646) 576 8642
Facsimile: (212) 924 8095

12. SEVERABILITY

Any provision of this Intellectual Property Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. NO WAIVER; CUMULATIVE REMEDIES

We shall not by any act, delay, omission or otherwise be deemed to have waived any of our rights or remedies hereunder and no waiver shall be valid unless in writing, signed by us, and then only to the extent therein set forth. A waiver by us of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which we would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on our part, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Intellectual Property Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by us.

14. SUCCESSORS AND ASSIGNS; GOVERNING LAW

This Intellectual Property Security Agreement and all of your obligations hereunder shall be binding upon your successors and assigns, and shall, together with our rights and remedies hereunder, inure to our benefit and our successors and assigns. However, none of your rights or obligations under this Intellectual Property Security Agreement may be assigned without our prior written permission. This Intellectual Property Security Agreement shall be governed by, and be construed and interpreted in accordance with the laws of the State of New York.

15. WAIVER OF TRIAL BY JURY; EXCLUSIVE JURISDICTION; SUBMISSION TO JURISDICTION; ANSWER TO SUMMONS TRIAL BY JURY IS HEREBY WAIVED BY EACH OF US IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF US AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. YOU HEREBY CONSENT TO THE JURISDICTION OF THE STATE COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, AND OF ANY FEDERAL COURT IN SUCH COUNTY AND STATE, FOR A DETERMINATION OF ANY DISPUTE AS TO ANY SUCH MATTERS. IN CONNECTION THEREWITH, YOU HEREBY WAIVE PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS AND AGREE THAT SERVICE THEREOF MAY BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO YOU AT YOUR ADDRESS SET FORTH ABOVE, OR SUCH OTHER ADDRESS AS SHALL HAVE PREVIOUSLY BEEN COMMUNICATED TO US BY REGISTERED OR CERTIFIED MAIL DIRECTED TO YOU AT YOUR ADDRESS SET FORTH ABOVE, OR SUCH OTHER ADDRESS AS SHALL HAVE PREVIOUSLY BEEN COMMUNICATED TO US BY REGISTERED OR CERTIFIED MAIL. WITHIN THIRTY DAYS AFTER SUCH MAILING, YOU SHALL APPEAR OR ANSWER TO SUCH SUMMONS, COMPLAINT OR OTHER PROCESS. SHOULD YOU FAIL TO APPEAR OR ANSWER WITHIN SAID THIRTY DAY PERIOD, YOU SHALL BE DEEMED IN DEFAULT AND JUDGMENT MAY BE ENTERED BY US AGAINST YOU FOR THE AMOUNT AS DEMANDED IN ANY SUMMONS, COMPLAINT OR OTHER PROCESS SO SERVED.

16. FURTHER INDEMNIFICATION

You agree to pay, and to save us harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other taxes (other than taxes measured by a party's net income) which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Intellectual Property Security Agreement.

17. CONSTRUCTION WITH RESPECT TO MULTIPLE PARTIES

In construing this Agreement, references to "you" or "your" in this Agreement shall mean each of you singly, both of you jointly and either of you in the disjunctive, and shall be interpreted in each instance most favorably to us.

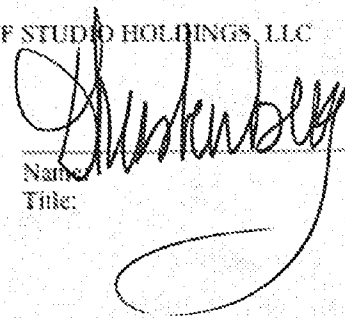
IN WITNESS WHEREOF, you have caused this Intellectual Property Security Agreement to be executed by one of your duly authorized officers on the date first set forth above.

DVF STUDIO HOLDINGS, LLC

By: _____

Name: _____

Title: _____



{Signature Page to IP Security Agreement}

The foregoing is acknowledged,
accepted and agreed to:

DVF STUDIO, LLC

By: A. Stoeoe
Name: Andrew Stoeoe
Title: Chief Financial
Officer

State of New York)
County of New York), ss:

On the 15th day of July, in the year 2020, before me, the undersigned, personally appeared John A. Stoeoe, personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
(Signature and Office of Individual taking
acknowledgement)

[NOTARY STAMP]

AXL POLLOCK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PO6363295
Qualified In Queens County
My Commission Expires 08-21-2021

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 007001 FRAME: 0302

Schedule A-1
DVF Studios, LLC Portfolio of Active U.S. Federal Marks
(As of July 16, 2020)

Mark	Application Number	Application Date	Registration Number	Registration Date	Class(es)
DESIGN YOUR LIFE	88/117681	09/14/2018			25
DIANE VON FURSTENBERG	76/169721	11/22/2000	2815344	02/17/2004	03, 18
DIANE VON FURSTENBERG	86/406952	09/26/2014	4747190	06/02/2015	09
DIANE VON FURSTENBERG	78/259240	06/06/2003	2877401	08/24/2004	09, 14
DIANE VON FURSTENBERG	77/422635	03/14/2008	3778687	04/20/2010	14
DIANE VON FURSTENBERG	78/537886	12/23/2004	3216366	03/06/2007	16
DIANE VON FURSTENBERG	77/369347	01/11/2008	3778630	04/20/2010	18
DIANE VON FURSTENBERG	77/422673	03/14/2008	3778688	04/20/2010	18
DIANE VON FURSTENBERG	77/369348	01/11/2008	4042362	10/18/2011	24
DIANE VON FURSTENBERG	77/422676	03/14/2008	3781750	04/27/2010	25
DIANE VON FURSTENBERG	75/574800	10/21/1998	2276188	09/07/1999	25
DIANE VON FURSTENBERG	77/422682	03/14/2008	4218017	10/02/2012	35
DIANE VON FURSTENBERG	77/574907	09/19/2008	4125766	04/10/2012	35
DIANE VON FURSTENBERG	77/369338	01/11/2008	3778629	04/20/2010	09
DVF	77/369337	01/11/2008	3778628	04/20/2010	09
DVF	86/406964	09/26/2014	4738719	05/19/2015	09

Mark	Application Number	Application Date	Registration Number	Registration Date	Class(es)
DVF	77/422569	03/14/2008	3636390	06/09/2009	14
DVF	77/422579	03/14/2008	3719338	12/01/2009	18
DVF	77/334458	11/20/2007	4042343	10/18/2011	24
DVF	77/422590	03/14/2008	3723115	12/08/2009	25
DVF	77/422602	03/14/2008	3719339	12/01/2009	35
DVF	77/574618	09/19/2008	4125765	04/10/2012	35
FEEL LIKE A WOMAN, WEAR A DRESS! (Stylized)	73/083406	04/05/1976	1081801	01/10/1978	25
INCHARGE MEDIA	88/691244	11/13/2019			09, 35, 38, 41
LA PETITE VALISE	88/117696	09/14/2018			09
LA PETITE VALISE	88/117689	09/14/2018			14
LA PETITE VALISE	88/117687	09/14/2018			18
LA PETITE VALISE	88/117684	09/14/2018			25
STUDIO BY DIANE VON FURSTENBERG	77/365371	01/07/2008	3790637	05/18/2010	18
TALITA	88/200114	11/19/2018			03, 09, 14, 18, 25
TALITA VON	88/200109	11/19/2018			03, 09, 14, 18, 25
TALITA VON FURSTENBERG	88/200107	11/19/2018			03, 09, 14, 18, 25
TVF	88/200108	11/19/2018			03, 09, 14, 18, 25
TVF FOR DVF	88/416857	05/06/2019			03
TVF FOR DVF	88/304686	02/17/2019			09, 14, 18, 25

Schedule A-2
Domain Names

dvf.com

dianevonfurstenberg.com

SCHEDULE B

Licenses

1. Letter Agreement between DVF Studio LLC and France Lab Inc. dated January 1, 2019.
2. License Agreement between DVF Studio LLC and Marchon Eyewear, Inc. dated October 2014, as amended by Amendment Number 1 to License Agreement dated November 2015.
3. License Agreement between DVF Studio LLC and Mystic Inc. effective as of July 1, 2019.
4. License Agreement between DVF Studio LLC and Zhongjinglimei (Beijing) Trading Co., Ltd. effective as of January 1, 2019, as amended by the First Amendment and Joinder to License Agreement among DVF Studio LLC, Zhongjinglimei (Beijing) Trading Co., Ltd., and Shanghai Fengniaotongying Clothing Co., Ltd. dated April 22, 2019.

Exhibit A

Power of Attorney

Special Power of Attorney

DVF STUDIO, LLC, a Delaware limited liability company with its principal office at 440 West 14th Street, New York, NY 10014 (the "Company"), hereby appoints and constitutes DVF Studio Holdings, LLC, with offices at 440 West 14th Street, New York, NY 10014 (the "Lender"), its true and lawful attorney, with full power of substitution, pursuant to an Intellectual Property Security Agreement between the Company and the Lender, dated July 16, 2020 (the "Agreement"). Under the Agreement, the Company has granted a security interest to the

Lender in certain trademarks owned by the Company. In the event the Lender conducts a commercially reasonable disposition of any or all of such trademarks under the Uniform Commercial Code, the Lender shall have full power and authority, on behalf of the Company, to execute, endorse, register and record any and all documents, statements, certificates or other paper in the Company's name that are necessary or advisable to properly and completely effect the transfer of all right, title and interest of the Company in and to any trademarks registered in the Company's name with the United States Patent and Trademark Office or in the applicable trademark registration offices in any states of the United States.

This Power of Attorney is made pursuant to the Agreement, and may not be revoked until the payment in full of all Obligations as defined in the Agreement.

DVF STUDIO, LLC

By: A. Stokke
Name: Andrew Stokke
Title: Chief Financial Officer

State of New York)
County of New York), ss:

On the 16 day of July, in the year 2020, before me, the undersigned, personally appeared John A. Pollock personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
(Signature and Office of Individual taking acknowledgment)
[NOTARY STAMP]

AXL POLLOCK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PO6363295
Qualified In Queens County
My Commission Expires 08-21-2021