

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oscar de la Renta, LLC		10/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BBGFF LLC		
Street Address:	c/o Geller & Company LLC 909 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1334456	OSCAR DE LA RENTA	
Registration Number:	4991508	OSCAR FLOR	
Registration Number:	5001385	EXTRAORDINARY OSCAR DE LA RENTA	
Registration Number:	2604983	INTRUSION	
Registration Number:	3721028	OSCAR DE LA RENTA	
Registration Number:	2928221	OSCAR DE LA RENTA	
Registration Number:	2897577	SOMETHING BLUE	
Registration Number:	3046554	OSCAR DE LA RENTA	
Registration Number:	2209603	SO DE LA RENTA	
Registration Number:	2199080	SO DE LA RENTA	
Registration Number:	2119455	OSCAR DE LA RENTA	
Registration Number:	2132134	OSCAR OSCAR DE LA RENTA	
Registration Number:	1950895	OSCAR DE LA RENTA	
Registration Number:	1886850	OSCAR DE LA RENTA	
Registration Number:	1697284	VOLUPTÉ	
Registration Number:	1085216	OSCAR DE LA RENTA	
Registration Number:	1081451	OSCAR	
Registration Number:	0922367	OSCAR DE LA RENTA	
Registration Number:	4879650		
TRADEMARK			

CH \$540.00 1334456

Property Type	Number	Word Mark
Registration Number:	5633122	
Registration Number:	4019825	

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: Heather Schneider
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Heather Schneider
SIGNATURE:	/Heather Schneider/
DATE SIGNED:	11/04/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 30, 2020, is made by Oscar de la Renta, LLC, a Delaware limited liability company (the “Company”) to and in favor of BBGFF LLC, as Lender (the “Lender”), pursuant to that certain Subordinated Credit and Security Agreement, dated of even date herewith, among the Company, Oscar De La Renta International, LLC, a Delaware limited liability company (together with the Company, the “Borrowers”), and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

RECITALS

- A. The Company owns and uses certain Trademarks (as hereinafter defined).
- B. The Lender has made and proposes to make certain loans to Borrowers pursuant to the Credit Agreement.
- C. Pursuant to the Credit Agreement, the Company has granted to the Lender, a security interest in, the property described therein, including, without limitation, all of the Company’s Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or developed, as security for all of the obligations under the Credit Agreement (the “Obligations”).
- D. In furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender, a security interest in all of the Company’s Trademarks (as hereinafter defined).

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby reaffirms its pledge, assignment, hypothecation, transfer and grant of a security

interest to the Lender, in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto, and the Company grants and conveys a security interest to the Lender, in all of the Company's right, title and interest in, to and under the Property.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. The Company agrees that (a) the Lender shall not have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Trademarks being used in the Company's business which infringement could reasonably be expected to have a Material Adverse Effect.

5. Upon the occurrence and during the continuation of an Event of Default:

(a) Solely for the purpose of enabling the Lender to exercise rights and remedies under this Agreement, the Credit Agreement and the Other Documents and at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, the Company hereby reaffirms its grant and hereby grants to the Lender, to the extent it has the right to do so, an irrevocable (until the termination of this Agreement), nonexclusive license (exercisable without payment of royalty or other compensation to the Company), subject to sufficient rights to quality control and inspection in favor of the Company to avoid the risk of invalidation of the Company's Trademarks, to use, operate under, license or sublicense any of the Company's Trademarks now owned or hereafter acquired by the Company;

(b) The Lender shall have the right (but not the obligation) in its sole discretion to bring suit or otherwise commence any action or proceeding in its own name or the name of the Company, to enforce any of the Company's Trademarks, in which event the Company shall, at the request of the Lender, do any and all lawful acts and execute any and all documents required by the Lender in aid of such enforcement and shall promptly, upon demand, reimburse and indemnify the Lender as provided in Sections 11(b) and 11(i) of the Credit Agreement in connection with the exercise of the Lender's rights under this Section 5(b). To the extent that the Lender shall elect not to bring suit to enforce any of the Company's Trademarks, as provided in this Section 5(b), the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement;

(c) Upon written demand from the Lender, the Company shall grant, assign,

convey or otherwise transfer to the Lender an absolute assignment of all of the Company's right, title and interest in and to the Company's Trademarks and the goodwill associated therewith and shall execute and deliver to the Lender such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; and

(d) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Lender of any rights, title and interests in and to the Company's Trademarks shall have been previously made and shall have become absolute and effective, and (iv) the Obligations shall not then be due and payable, upon the written request of the Company, the Lender shall promptly execute and deliver to the Company, at the Company's sole cost and expense, such assignments or other transfer as may be necessary to reassign to the Company any such rights, title and interests as may have been assigned to the Lender as aforesaid, subject to any disposition thereof that may have been made by the Lender; provided, after giving effect to such reassignment, the Lender's security interest granted pursuant hereto, as well as all other rights and remedies of the Lender granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Lender.

(e) The Company shall advise the Lender promptly in writing upon detection of infringement of any Trademarks being used in the Company's business.

6. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

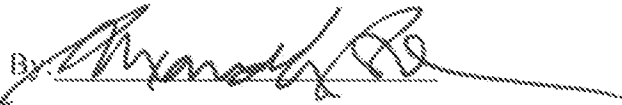
7. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of this Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule I to include any future registrations or applications for registration of Trademarks covered by Section 2 or by this Section 7 or to delete any registrations or applications to which the Company no longer has or claims any right, title or interest.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"COMPANY"

OSCAR DE LA RENTA, LLC

By: 

Name: Alexander Bolen

Title: President and Chief




Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007095 FRAME: 0522

SCHEDULE I

REGISTERED AND PENDING U.S. TRADEMARKS

Trademark	Application Number	Application Date	Registration Number	Issued Date/Status
OSCAR DE LA RENTA	73-492796	8/1/1984	1,334,456	5/7/1985
OSCAR FLOR	86-668391	6/19/2015	4,991,508	7/5/2016
EXTRAORDINARY OSCAR DE LA RENTA (STYLIZED)	86-668379	6/19/2015	5,001,385	7/19/2016
ROSAMOR	79-002892	5/17/2004	3,015,773	11/15/2005
INTRUSION	78-079068	8/14/2001	2,604,983	8/6/2002
OSCAR DE LA RENTA (BLOCK)	77-615002	11/14/2008	3,721,028	12/8/2009
OSCAR DE LA RENTA (BLOCK)	76-977223	8/13/2001	2,928,221	2/22/2005
SOMETHING BLUE	76-109827	8/16/2000	2,897,577	10/26/2004
OSCAR DE LA RENTA (BLOCK)	76-368946	2/7/2002	3,046,554	6/4/2002
SO DE LA RENTA	75-229585	1/22/1997	2,209,603	12/8/1998
SO DE LA RENTA (STYLIZED)	75-278963	4/22/1997	2,199,080	10/20/1998
OSCAR DE LA RENTA (STYLIZED)	75-178649	10/5/1996	2,119,455	12/9/1997
OSCAR OSCAR DE LA RENTA	75-188107	10/28/1996	2,132,134	1/27/1998
OSCAR DE LA RENTA	74-615629	12/27/1994	1,950,895	1/23/1996
OSCAR DE LA RENTA	74-415129	7/20/1993	1,886,850	4/4/1995
VOLUPTÉ	74-022468	1/25/1990	1,697,284	6/30/1992
OSCAR DE LA RENTA	73-095500	8/3/1976	1,085,216	2/14/1978
OSCAR	73-095499	8/3/1976	1,081,451	1/10/1978
OSCAR DE LA RENTA (STYLIZED)	72-377395	11/30/1970	0,922,367	10/19/1971
Design Only 	86-441048	10/31/2014	4,879,650	1/5/2016
Design Only 	86-441047	10/31/2014	5,633,122	12/18/2018
Design Only 	77-614908	11/14/2008	4,019,825	8/30/2011