

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAIR HARBOR CLOTHING INC.		11/19/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Merchant Financial Corporation		
Street Address:	1441 Broadway, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88889784	FAIR HARBOR	
Serial Number:	86599280	FAIR HARBOR	
Serial Number:	88889785	FAIR HARBOR	
Serial Number:	88889791	FAIR HARBOR	
Serial Number:	88889781	FAIR HARBOR	
Serial Number:	86599275	FAIR HARBOR	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	800-713-0755		
Email:	Michael.Violet@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:	Leslie Kirsner		
SIGNATURE:	/Leslie Kirsner/		
DATE SIGNED:	11/23/2020		

OP \$165.00 88889784

Total Attachments: 5

source=Merchant_Fair Harbor-Trademark Security agreement-filing with USPTO#page1.tif

source=Merchant_Fair Harbor-Trademark Security agreement-filing with USPTO#page2.tif

source=Merchant_Fair Harbor-Trademark Security agreement-filing with USPTO#page3.tif

source=Merchant_Fair Harbor-Trademark Security agreement-filing with USPTO#page4.tif

source=Merchant_Fair Harbor-Trademark Security agreement-filing with USPTO#page5.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Assignment"), dated as of November 19, 2020, by the undersigned (the "Grantor"), in favor of MERCHANT FINANCIAL CORPORATION (the "Lender").

WITNESSETH:

WHEREAS, reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender.

WHEREAS, Grantor is required to execute and deliver to the Lender this Trademark Assignment.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Grantor's Liabilities, Grantor hereby grants to the Lender and its successors and assigns, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any trademarks and licenses with respect to trademarks constituting Collateral owned by Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Assignment are granted in furtherance, and not in limitation, of the liens and security interests granted to the Lender, as security for the payment and performance in full of the Grantor's Liabilities, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Assignment conflicts with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. COUNTERPARTS. This Trademark Assignment may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Assignment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.


5. TERMINATION OR RELEASE. This Trademark Assignment shall terminate and the liens and security interests granted hereby shall be automatically released upon termination of the Loan Agreement.

6. GOVERNING LAW. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of page intentionally left blank]

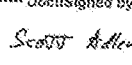
IN WITNESS WHEREOF, Grantor has caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

FAIR HARBOR CLOTHING INC., as Grantor

By: 
Name: Jake Danehy
Title: CEO & President

ACCEPTED AND ACKNOWLEDGED BY:

MERCHANT FINANCIAL CORPORATION,
as Lender

DocuSigned by:

By: _____
Name: Scott Adler
Title: SEVP

SCHEDULE I
to
TRADEMARK ASSIGNMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademarks	Serial Number	Filing Date
FAIR HARBOR	88/889784	Apr. 27, 2020
FAIR HARBOR	86/599280	Apr. 16, 2015
FAIR HARBOR	88/889785	Apr. 27, 2020
FAIR HARBOR	88/889791	Apr. 27, 2020
FAIR HARBOR	88/889781	Apr. 27, 2020
FAIR HARBOR	86/599275	Apr. 16, 2015

Schedule I