

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634202

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TEXTILES FROM EUROPE, INC. D/B/A VICTORIA CLASSICS		03/23/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Israel Discount Bank of New York, as Agent		
<b>Street Address:</b>	511 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90236400	OLIVIA & FINN	
<b>Registration Number:</b>	6102821	VCNY HOME	
<b>Registration Number:</b>	6086532	COTTAGE COVE	
<b>Serial Number:</b>	87840491	BLOCKADE BY VCNY HOME	
<b>Registration Number:</b>	5518990	VCNY HOME	
<b>Registration Number:</b>	5652759	VICTORIA CLASSICS	
<b>Registration Number:</b>	5618349	VC NEW YORK	
<b>Serial Number:</b>	87383247	LIV	
<b>Serial Number:</b>	87383241	LIV HOME COLLECTIONS	
<b>Registration Number:</b>	5397501	STYLE U	
<b>Registration Number:</b>	5572286	BATH BUNDLE	
<b>Registration Number:</b>	5413389	VCNY	
<b>Registration Number:</b>	4851392	HOTEL JUVI	
<b>Registration Number:</b>	5617678	VC NEW YORK	
<b>Registration Number:</b>	5556019	POPPY PARK	
<b>Registration Number:</b>	5556018	WINDSOR CREEK	
<b>Registration Number:</b>	5386885	RISING STARS	
<b>Registration Number:</b>	5281536	QUILTESSENTIALS	

OP \$565.00 90236400

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4426124	BIG BELIEVERS
Registration Number:	4376855	MODERN ELEMENTS
Registration Number:	3673561	DREAM HOME
Registration Number:	3177328	VICTORIA CLASSICS

**CORRESPONDENCE DATA**

**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:** 8007130755

**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

<b>NAME OF SUBMITTER:</b>	Gloria Sheehan
<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	03/24/2021

**Total Attachments: 7**  
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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies)/Execution Date(s):</b> TEXTILES FROM EUROPE, INC. D/B/A VICTORIA CLASSICS  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="checked" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company Citizenship: <u>NY</u> Execution Date(s) <u>March 23, 2021</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="checked" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <span style="float: right;"><input type="checkbox"/> Yes</span> <span style="float: right;"><input checked="checked" type="checkbox"/> No</span> Additional names, addresses, or citizenship attached? Name: <u>Israel Discount Bank of New York, as Agent</u>  Internal Address:  Street Address: <u>511 Fifth Avenue</u>  City: <u>New York</u>  State: <u>NY</u>  Country: <u>USA</u> Zip: <u>10017</u>  <input checked="checked" type="checkbox"/> Association Citizenship: <u>USA</u> <input type="checkbox"/> General Partnership Citizenship: <input type="checkbox"/> Limited Partnership Citizenship: <input type="checkbox"/> Corporation Citizenship: <input type="checkbox"/> Other LLC Citizenship:  If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="checked" type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="checked" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other	<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) See Attached Schedule 1 B. Trademark Registration No.(s) See Attached Schedule 1 <span style="float: right;">Additional sheet(s) attached? <input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No</span>
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)	
<b>5. Name address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Susan O'Brien</u>  Internal Address: <u>CT Lien Solutions</u>  Street Address: <u>187 Wolf Road, Suite 101</u>  City: <u>Albany</u>  State: <u>NY</u> Zip: <u>12205</u>  Phone Number: <u>800-342-3676</u>  Fax Number: <u>800-962-7049</u>  Email Address: <u>cls-udsalbany@wolterskluwer.com</u>	<b>6. Total number of applications and registrations involved</b> <u>22</u>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed  <b>8. Payment Information:</b>  a. Credit Card                                          Last 4 Numbers <span style="margin-left: 150px;">Expiration Date</span>  b. Deposit Account Number <span style="margin-left: 40px;">Authorized User Name:</span>
<b>9. Signature:</b> _____ <div style="text-align: center;">Signature</div> <div style="text-align: center; margin-top: 10px;"><u>Gloria Sheehan</u> Name of Person Signing</div>	<b>March 24, 2021</b> Date Total number of pages including cover sheet, attachments, and document: <u>7</u>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of March 23, 2021, is made by TEXTILES FROM EUROPE, INC. D/B/A VICTORIA CLASSICS, a New York corporation (the "Grantor") in favor of Israel Discount Bank of New York (the "Agent"), located at 511 Fifth Avenue, New York, New York 10017, as agent for the Lenders (as defined below).

WHEREAS, Grantor has entered into a Credit and Security Agreement, dated as of March 23, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time the "Credit Agreement"), with the Agent and the lenders (the "Lenders") from time to time party thereto; and

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Lenders, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (collectively, the "Trademarks"), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Venue; Jury Trial.

**(a) THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.**

**(b) EACH PARTY HERETO IRREVOCABLY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICHEVER AGENT MAY ELECT, AND WAIVES ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, AND AGREES THAT ANY DISPUTE WITH RESPECT TO ANY SUCH MATTERS SHALL BE HEARD ONLY IN THE COURTS DESCRIBED ABOVE (EXCEPT THAT AGENT SHALL**

HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE ITS RIGHTS AGAINST GRANTOR OR ITS OR THEIR PROPERTY).

(c) GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAILS, OR, AT AGENT'S OPTION, BY SERVICE UPON GRANTOR IN ANY OTHER MANNER PROVIDED UNDER THE RULES OF ANY SUCH COURTS. WITHIN THIRTY (30) DAYS AFTER SUCH SERVICE, GRANTOR SHALL APPEAR IN ANSWER TO SUCH PROCESS, FAILING WHICH GRANTOR SHALL BE DEEMED IN DEFAULT AND JUDGMENT MAY BE ENTERED BY AGENT AGAINST GRANTOR FOR THE AMOUNT OF THE CLAIM AND OTHER RELIEF REQUESTED.

(d) EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES HERETO HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TEXTILES FROM EUROPE, INC. D/B/A  
VICTORIA CLASSICS

By: Haskel Cohen  
Name: HASKEL COHEN  
Title: CO PRESIDENT

[Trademark Security Agreement]

TRADEMARK  
REEL: 007231 FRAME: 0064

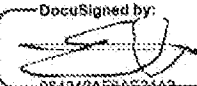
Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW  
YORK, as Agent

DocuSigned by:  
*Matilde Reyes*  
By: \_\_\_\_\_  
E3F9E70F207142F...

Name: Matilde Reyes

Title: Senior Vice President

DocuSigned by:  
  
By: \_\_\_\_\_  
064248AF5A82M43

Name: Ender Cetin

Title: SVP



## SCHEDULE 1

### TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks Owned By Textiles from Europe, Inc. d/b/a Victoria Classics

	SERIAL NO.	REGISTRATION NO.	WORD MARK
1	90236400		OLIVIA & FINN
2	88150082	6102821	VCNY HOME
3	88239775	6086532	COTTAGE COVE
4	87840491		BLOCKADE BY VCNY HOME
5	87719475	5518990	VCNY HOME
6	87692885	5652759	VICTORIA CLASSICS
7	87463095	5618349	VC NEW YORK
8	87383247		LIV
9	87383241		LIV HOME COLLECTIONS
10	87226547	5397501	STYLE U
11	87015816	5572286	BATH BUNDLE
12	86899370	5413389	VCNY
13	86636367	4851392	HOTEL JUVI
14	86563474	5617678	VC NEW YORK
15	86475513	5556019	POPPY PARK
16	86475512	5556018	WINDSOR CREEK
17	86271920	5386885	RISING STARS
18	86204871	5281536	QUILTESSENTIALS
19	85531480	4426124	BIG BELIEVERS
20	85206536	4376855	MODERN ELEMENTS
21	77207014	3673561	DREAM HOME
22	75926524	3177328	VICTORIA CLASSICS

[Trademark Security Agreement]