

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM634214

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE DOLLFUS MIEG COMPANY, INC.		03/23/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Lucid Trustee Services Limited, as Collateral Agent
<b>Street Address:</b>	6th Floor, No. 1 Building, 1-5 London Wall Buildings, London Wall
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC2M 5PG
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4814725	TOP THIS!
Registration Number:	4787475	TOP THIS!
Registration Number:	4070755	STARDUST
Registration Number:	4070756	SILVER STANDARD
Registration Number:	4070757	ROYAL CLASSIC
Registration Number:	4074212	GOLD STANDARD
Registration Number:	4160135	CAROLINA LINEN
Registration Number:	4070404	MEMORY THREAD
Registration Number:	4073846	BRIGHT IDEAS
Registration Number:	4067186	ESTATE
Registration Number:	4070406	LADY ELIZABETH
Registration Number:	4070407	NURSERY TIME
Registration Number:	4070408	SHOWCASE HUCK
Registration Number:	3948908	CHARLES CRAFT
Registration Number:	3945724	CHARLES CRAFT
Registration Number:	3945725	CHARLES CRAFT
Registration Number:	3945726	CHARLES CRAFT
Registration Number:	3160483	PRISM
Registration Number:	1252994	FIDDLER'S CLOTH

TRADEMARK

**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:** 800-494-5225  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1346116 TM
<b>NAME OF SUBMITTER:</b>	Jonathan R. Larson
<b>SIGNATURE:</b>	/Jonathan R. Larson/
<b>DATE SIGNED:</b>	03/24/2021

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 23, 2021 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Lucid Trustee Services Limited, ("Lucid"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to (i) that certain Super Senior Revolving Credit Facilities Agreement, dated as of March 12, 2021 (the "RCF Agreement"), by and among Lion Cashmere Midco Limited, as Parent (the "Parent"), The Dollfus Mieg Company, Inc., as Original Borrower and Original Guarantor, Crescent Capital Group LP, as Mandated Lead Arranger, Agent (in such capacity, the "Agent") and Security Agent, and the Lenders party thereto from time to time, (ii) that certain Subscription Agreement, dated as of March 12, 2021 (the "Subscription Agreement"), and together with the RCF Agreement, each, a "Senior Facilities Agreement" and collectively, the "Senior Facilities Agreements"), by and among Lion Cashmere Bidco Limited, as UK Bidco and Original Issuer, Mouliné & Co SAS, as French Bidco and Original Issuer, The Dollfus Mieg Company, Inc. as Original Issuer, Lion Cashmere Midco Limited, as Parent, Crescent Capital Group LP, as Mandated Lead Arranger, Agent and Security Agent and the other parties party thereto from time to time, and (iii) that certain Intercreditor Agreement, dated as of March 12, 2021 (the "Intercreditor Agreement"), by and among Lion Cashmere Midco Limited, as Parent, Lucid Agency Services Limited, as Agent, Lucid Trustee Services Limited, as Security Agent and the other parties party thereto from time to time.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a US Security Agreement dated as of March 23, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "US Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the US Security Agreement and used herein have the meaning given to them in the US Security Agreement, or if not defined therein, in the Senior Facilities Agreements or the Intercreditor Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in, on and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral") :

(a) all trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by such Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including, without limitation, those United States trademark registrations and applications listed on Schedule 1 attached hereto;

(b) rights and privileges arising under applicable Legal Requirements with respect to such Pledgor's use of any of the foregoing;

(c) Goodwill associated therewith;

- (d) continuations, extensions and renewals thereof and amendments thereto;
- (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith;
- (f) rights corresponding thereto throughout the world;
- (g) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith; and
- (h) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing (in each case, other than Excluded Property). Notwithstanding anything to the contrary contained in clauses (a) through (g), the first priority Security Interest (subject to Permitted Security) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a Security Interest in such application would result in the impairment of the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

**SECTION 3. US Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the US Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Security 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 Security Agreement is deemed to conflict with the US Security Agreement, the provisions of the US Security Agreement shall control.

**SECTION 4. Termination.** Subject to Section 10.3 of the US Security Agreement, this Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Debt Documents when the Final Discharge Date shall have occurred. Subject to Section 10.3 of the US Security Agreement, upon termination hereof, the Security Interest granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Permitted Disposal of Pledged Collateral (other than to another Pledgor) the Security Interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Permitted Disposal (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Senior Facilities Agreements, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with

respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

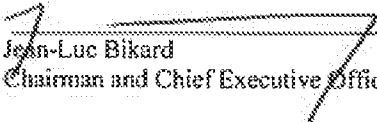
SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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

PLEDGORS

THE DOLLFUS MIEG COMPANY, INC.

By:   
Name: Jean-Luc Bikard  
Title: Chairman and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**LUCID TRUSTEE SERVICES LIMITED,**  
as Collateral Agent

By:   
Name: Kate Russell  
Title: Authorised Signatory


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007231 FRAME: 0116**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

MARK	OWNER	SERIAL NUMBER/DATE	REGISTRATION NUMBER/DATE	STATUS
TOP THIS! and Design 	The Dollfus Mieg Company, Inc.	86443058 Nov. 03, 2014	4814725 Sep. 15, 2015	REGISTERED
TOP THIS!	The Dollfus Mieg Company, Inc.	86426881 Oct. 17, 2014	4787475 Aug. 04, 2015	REGISTERED
STARDUST	The Dollfus Mieg Company, Inc.	85323832 May 18, 2011	4070755 Dec. 13, 2011	REGISTERED
SILVER STANDARD	The Dollfus Mieg Company, Inc.	85323842 May 18, 2011	4070756 Dec. 13, 2011	REGISTERED
ROYAL CLASSIC	The Dollfus Mieg Company, Inc.	85323847 May 18, 2011	4070757 Dec. 13, 2011	REGISTERED
GOLD STANDARD	The Dollfus Mieg Company, Inc.	85323853 18-May-2011	4074212 Dec. 20, 2011	REGISTERED
CAROLINA LINEN	The Dollfus Mieg Company, Inc.	85323856 May 18, 2011	4160135 Jun. 19, 2012	REGISTERED
MEMORY THREAD	The Dollfus Mieg Company, Inc.	85312227 May 04, 2011	4070404 Dec. 13, 2011	REGISTERED
BRIGHT IDEAS	The Dollfus Mieg	85312233 May 04, 2011	4073846 Dec. 20, 2011	REGISTERED



	Company, Inc.			
ESTATE	The Dollfus Mieg Company, Inc.	85312242 May 04, 2011	4067186 Dec. 06, 2011	REGISTERED
LADY ELIZABETH	The Dollfus Mieg Company, Inc.	85312246 May 04, 2011	4070406 Dec. 13, 2011	REGISTERED
NURSERY TIME	The Dollfus Mieg Company, Inc.	85312259 May 04, 2011	4070407 Dec. 13, 2011	REGISTERED
SHOWCASE HUCK	The Dollfus Mieg Company, Inc.	85312264 May 04, 2011	4070408 Dec. 13, 2011	REGISTERED
CHARLES CRAFT	The Dollfus Mieg Company, Inc.	77923737 Jan. 29, 2010	3948908 Apr. 19, 2011	REGISTERED
CHARLES CRAFT	The Dollfus Mieg Company, Inc.	77923740 Jan. 29, 2010	3945724 Apr. 12, 2011	REGISTERED
CHARLES CRAFT	The Dollfus Mieg Company, Inc.	77923744 Jan. 29, 2010	3945725 Apr. 12, 2011	REGISTERED
CHARLES CRAFT	The Dollfus Mieg Company, Inc.	77923751 Jan. 29, 2010	3945726 Apr. 12, 2011	REGISTERED
PRISM	The Dollfus Mieg Company, Inc.	78549813 Jan. 19, 2005	3160483 Oct. 17, 2006	REGISTERED
FIDDLER'S CLOTH	THE DOLLFUS MIEG COMPANY, INC.	73380852 Aug. 20, 1982	1252994 Oct. 04, 1983	REGISTERED

United States Trademark Applications:  
**NONE.**