

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
St. Dalfour International Incorporated		03/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MSD PCOF Partners XXXVI, LLC, as Administrative Agent		
Street Address:	645 Fifth Avenue, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	90527409	COMTESSE	
Serial Number:	90527451	JOIE DE TEA	
Serial Number:	90527538	LA BAZAS	
Serial Number:	90527587	LAFOND	
Serial Number:	90527624	PAJAMAS	
Serial Number:	90527660	TESTAROSSA	
Serial Number:	88897944	MONTECITO	
Serial Number:	88627747	LES DEUX AMIS	
Serial Number:	88474994	L'AUBERGE	
Serial Number:	88474998	PETIT MATIN	
Serial Number:	88475001	JEAN FRANCOIS	
Serial Number:	88333178	CALIFORMULA	
Serial Number:	87390840	PAVILLON	
Registration Number:	4890337	ST. DALFOUR	
Registration Number:	2345909	ST. DALFOUR	
Registration Number:	2103033		
Registration Number:	2192578	ST. DALFOUR	
Registration Number:	2020598	ST. DALFOUR	
Registration Number:	1616300		

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 6173417701*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:** 617-951-8132**Email:** linda.salera@morganlewis.com**Correspondent Name:** Linda A. Salera, Senior Paralegal**Address Line 1:** One Federal Street**Address Line 2:** c/o Morgan, Lewis & Bockius LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	03/26/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 26, 2021, by and between St. Dalfour International Incorporated, a Delaware corporation (“Grantor”) in favor of MSD PCOF Partners XXXVI, LLC, in its capacity as administrative agent (“Administrative Agent”) for the Secured Parties (as defined in the Loan Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of even date herewith (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the “Loan Agreement”), by and among the Borrower, the Guarantors party thereto from time to time (the “Guarantors”), the Administrative Agent and the lenders party thereto from time to time (the “Lenders”), the Lenders have agreed to make Loans to the Borrower;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of even date herewith, by and among the Borrower, St. Dalfour USA, Inc., a Delaware corporation (“St. Dalfour USA”) and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained 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 (including in the recitals above) have the meanings given to them in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor’s presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks and applications set forth on Schedule A hereto, all related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, “Trademarks” shall not include any “intent to use” trademark application until such time as a statement of use is filed with respect to such application with the United States Patent and Trademark Office.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted

to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts; Effectiveness. This 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. This Agreement shall become effective when it shall have been executed by Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.


5. GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. Conflicts. If there is a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

[Signature Page Follows]

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

**ST. DALFOUR INTERNATIONAL
INCORPORATED, as Grantor**

By: 
Name: John A. Cooper
Title: Chief Executive Officer, Chairman of the Board,
and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007234 FRAME: 0587**

ACCEPTED AND ACKNOWLEDGED BY:

MSD PCOF PARTNERS XXXVI, LLC,
as Administrative Agent

By: _____

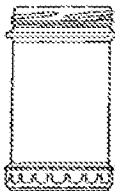
Name: Marcello Liguori


Title: Vice President, Assistant Secretary and Assistant
Treasurer

Schedule A

Registered Trademarks

US Trademarks

Mark	Ser. No./ Filing date	Reg. No./ Reg date	Status
COMTESSE	90527409 12-FEB-2021		Pending
JOIE DE TEA	90527451 12-FEB-2021		Pending
LA BAZAS	90527538 12-FEB-2021		Pending
LAFOND	90527587 12-FEB-2021		Pending
PAJAMAS	90527624 12-FEB-2021		Pending
TESTAROSSA	90527660 12-FEB-2021		Pending
MONTECITO	88897944 01-MAY-2020		Pending
LES DEUX AMIS	88627747 23-SEP-2019		Published (Pending)
L'AUBERGE	88474994 15-JUN-2019		Pending
PETIT MATIN	88474998 15-JUN-2019		Published (Pending)
JEAN FRANCOIS	88475001 15-JUN-2019		Published (Pending)
CALIFORMULA	88333178 10-MAR-2019		Published (Pending)
PAVILLON	87390840 29-MAR-2017		Published (Pending)
ST. DALFOUR	86425387 16-OCT-2014	4890337 19-JAN-2016	Registered
ST. DALFOUR	75295300 20-MAY-1997	2345909 25-APR-2000	Renewed (Registered)
 Design Only	75140409 26-JUL-1996	2103033 07-OCT-1997	Renewed (Registered)
ST. DALFOUR	75114559 05-JUN-1996	2192578 29-SEP-1998	Renewed (Registered)

Mark	Ser. No./ Filing date	Reg. No./ Reg date	Status
ST. DALFOUR	75009926 24-OCT-1995	2020598 03-DEC-1996	Renewed (Registered)
 <p data-bbox="391 573 553 604">Design Only</p>	73829985 06-OCT-1989	1616300 02-OCT-1990	Renewed (Registered) Supplemental Register