

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solstice Marketing Concepts LLC		04/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Second Avenue Capital Partners LLC		
Street Address:	75 Second Avenue		
Internal Address:	Suite 550		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2404845	SOLSTICE	
Registration Number:	3396949	SOLSTICE SUNGLASS BOUTIQUE	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2013024-0008		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	04/15/2021		
Total Attachments: 6			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

April 15, 2021

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **SOLSTICE MARKETING CONCEPTS LLC**, a Delaware limited liability company and a debtor-in-possession (“Grantor”) with a principal place of business located at 40 Bayview Avenue, Inwood, New York 11096 hereby grants to **SECOND AVENUE CAPITAL PARTNERS LLC**, a Delaware limited liability company with offices at 75 Second Avenue, Suite 550, Needham, Massachusetts 02494, in its capacity as administrative agent and collateral agent for certain secured parties, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, business names, trade styles, service marks, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and indicia of origin, in all cases, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing (whether statutory or common Law and whether established or registered in the United States, any state or territory thereof, or any other country or any political subdivision thereof) (collectively, the “Marks”) and all trademark registrations and trademark applications with respect thereto filed in the United States Patent and Trademark Office set forth on Schedule A attached hereto, together with any and all (ii) rights and privileges arising under applicable Law with respect to the Grantor’s use of such Marks, (iii) reissues, divisions, continuations, extensions and renewals thereof, (iv) income, fees, royalties, damages and payments now and

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hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof (collectively the "Trademark Collateral"). For the avoidance of doubt, the Trademark Collateral shall not include any trademarks that are owned by an entity other than a Grantor.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant") has been granted in conjunction with the security interest granted to the Grantee under that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement") by and among the Grantor, Grantee and others. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement. This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


This Grant of Security Interest in the Trademark Collateral shall terminate (other than contingent indemnification obligations for which claims have not been asserted) when (i) the Commitments shall have expired or been terminated, and (ii) the principal of and interest on each Committed Revolving Loan and all fees and other Secured Obligations (other than contingent

indemnification obligations for which claims have not been asserted) shall have been paid in full in cash.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Grant as of the date above first written.

**SOLSTICE MARKETING CONCEPTS
LLC**, a Delaware limited liability company, as
Grantor

By: 
Name: Jacen Dinoff
Title: Chief Restructuring Officer

SECOND AVENUE CAPITAL PARTNERS
LLC, as Grantee

By: MEG
Name: Mark E. Gullivan
Title: Managing Director

[Signature Page to Grant of Security Interest in United States Trademarks]

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Schedule A

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration/ Filing Date</u>	<u>Status</u>
Solstice Marketing Concepts LLC	SOLSTICE	United States	75/683,923	2,404,845	11/14/2000	Registered
Solstice Marketing Concepts LLC	SOLSTICE SUNGLASS BOUTIQUE	United States	76/679,740	3,396,949	3/18/2008	Registered

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