

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM665127

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Solstice Marketing Concepts LLC		07/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Second Avenue Capital Partners LLC		
<b>Street Address:</b>	75 Second Avenue		
<b>Internal Address:</b>	Suite 550		
<b>City:</b>	Needham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02494		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90820350	SOLSTICE	
<b>Registration Number:</b>	3396949	SOLSTICE SUNGLASS BOUTIQUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	617-248-5000		
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Brian E. Reese		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate, Hall & Stewart, LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2013024-0008		
<b>NAME OF SUBMITTER:</b>	Brian E. Reese		
<b>SIGNATURE:</b>	/Brian E. Reese/		
<b>DATE SIGNED:</b>	08/05/2021		
<b>Total Attachments: 5</b>			

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

July 30, 2021

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **SOLSTICE MARKETING CONCEPTS LLC**, a Delaware limited liability company (“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 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.

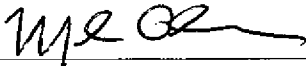
**SOLSTICE MARKETING CONCEPTS  
LLC**, a Delaware limited liability company,  
as Grantor

By:  \_\_\_\_\_

Name: Jacen Dinoff

Title: Chief Restructuring Officer

**SECOND AVENUE CAPITAL PARTNERS  
LLC, as Grantee**

By:   
Name: Mark E. Gallivan  
Title: Managing Director

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

**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	90820350		7/9/2021	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE SUNGLASS BOUTIQUE	United States	76/679,740	3,396,949	3/18/2008 7/20/2007	Registered