

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELLEN TRACY HOLDINGS LLC		07/30/2021	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ISRAEL DISCOUNT BANK OF NEW YORK		
Street Address:	1114 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4422145	COMPANY ELLEN TRACY	
Registration Number:	5891783	ELLEN TRACY	
Registration Number:	2863810	ELLEN TRACY	
Registration Number:	3112534	ELLEN TRACY	
Registration Number:	1780391	ELLEN TRACY	
Registration Number:	5034609	WOMEN-HYPHENATED	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	terri.faulks@wolterskluwer.com		
Correspondent Name:	Terri Faulks		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jessica Hildebrandt		
SIGNATURE:	/Jessica Hildebrandt/		
DATE SIGNED:	08/06/2021		

OP \$165.00 4422145

Total Attachments: 15

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 30th day of July, 2021 among **ELLEN TRACY HOLDINGS LLC**, a New Jersey limited liability company ("Borrower"), having its chief executive office at 3 Empire Boulevard, South Hackensack, New Jersey 07606, and **ISRAEL DISCOUNT BANK OF NEW YORK** ("Lender"), having a place of business at 1114 6th Avenue, New York, New York 10036.

WITNESSETH:

WHEREAS, Lender has entered or is about to enter into certain financing arrangements with Borrower pursuant to that certain Loan Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), pursuant to which Lender may make loans and advances and provide other financial accommodations to Borrower, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, and the other Loan Documents (as defined in the Loan Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Lender certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to Lender a collateral security interest in and a general lien upon, and a conditional assignment of, all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A (collectively, the "Trademarks"), (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Borrower's business symbolized by the foregoing or connected therewith, and (vi) all of Borrower's rights corresponding thereto throughout the

world; (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Borrower including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of Lender's rights under the Loan Documents.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Lender pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Borrower to Lender or to any affiliate of Lender. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of Lender, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, costs, fees, expenses and taxes charged or chargeable to Borrower's account under the Loan Agreement, whether arising under this Agreement, the other Loan Documents or by operation of law and whether incurred by Borrower as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS AND WARRANTIES

Borrower hereby represents and warrants to Lender as of the date hereof as follows:

(a) (i) All of the existing Collateral listed on Exhibit A hereto consisting of registered Trademarks are registered in the name of Borrower by the trademark office identified with respect to such Trademark on Exhibit A hereto and Borrower has made all filings and paid all fees required to maintain such registrations as of the date hereof, (ii) Borrower is the sole owner of the Collateral listed on Exhibit A hereto and has the right and power to grant the security interest and conditional assignment granted hereunder, and (iii) the Collateral listed on Exhibit A hereto is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever (collectively, "Liens"), except for Liens in favor of Lender, Permitted Liens, the security interests granted hereunder, and the licenses referred to in Section 4(b) hereof.

(b) As of the date hereof, Borrower does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in

Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(c) Borrower has not abandoned any of the Trademarks. To Borrower's knowledge, no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Lender, including the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. To Borrower's knowledge, there has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding.

5. COVENANTS AND AGREEMENTS

Borrower hereby covenants and agrees with Lender as follows:

(a) Borrower shall, at Borrower's sole expense, perform all acts and execute all documents necessary or that Lender may reasonably deem advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications.

(b) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Lender, except as otherwise permitted by the Loan Agreement or otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Lender to any such action, except as such action is permitted under the Loan Agreement or expressly permitted hereunder.

(c) (i) Borrower shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable and (ii) Borrower shall, at Borrower's sole expense, promptly perform all acts and execute all documents reasonably requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder. Borrower hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Lender or as otherwise determined by Lender. Borrower further authorizes Lender to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(d) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender one (1) original of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies following the occurrence and during the continuance of an Event of Default granted to Lender hereunder.

(e) Lender may, in its sole and absolute discretion, pay any amount or do any act which Borrower fails to pay or do (after the expiration of all applicable notice and cure periods) as required hereunder or as reasonably requested by Lender to preserve, defend, protect, maintain, record or enforce the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees and legal expenses. Borrower shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Borrower, shall be payable on demand together with interest at the highest rate then

applicable to the indebtedness of Borrower to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(f) If Borrower shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 2 hereof shall automatically apply thereto. Upon the request of Lender, Borrower shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Lender to evidence the security interests in and conditional assignment of such Trademark in favor of Lender.

(g) Borrower shall render any assistance, as Lender shall reasonably determine is necessary or advisable, to Lender in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Lender's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(h) Borrower shall promptly notify Lender if Borrower learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Lender, Borrower, at Borrower's sole expense, shall join with Lender in such action as Lender may reasonably deem advisable for the protection of Lender's interest in and to any or all of the Trademarks.

(i) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Borrower (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Borrower (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(j) Borrower shall promptly pay Lender for any and all reasonable expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrower to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

6. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of Lender, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) Lender may require that neither Borrower nor any affiliate of Borrower make any use of the Trademarks for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Lender by Borrower or any affiliate of Borrower or for such other reason as Lender may determine.

(b) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Lender may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 5(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Borrower agrees that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(e) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations as Lender may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Borrower shall remain liable for any such deficiency and shall pay Lender on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrower to Lender set forth in the Loan Agreement.

(f) Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

7. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Borrower and Lender expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New

York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Borrower and Lender irrevocably waive all claims, obligations and defenses that Borrower or Lender, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Lender to bring proceedings against Borrower in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) BORROWER AND LENDER DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Borrower waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Lender shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of Lender's acts or omissions constituting gross negligence or willful misconduct.

8. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent in accordance with Section 8.2 of the Loan Agreement.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Lender shall have the right to assign this Agreement; Borrower shall have no right to assign this Agreement; and this Agreement shall inure to the benefit of and shall bind Lender and Borrower and their respective successors and assigns.

(d) No failure or delay by Lender in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Lender's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Lender may have. No waiver by Lender will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

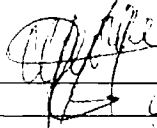
(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a writing executed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Loan Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(g) This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and all of which when taken together will constitute one and the same Agreement. If more than one, the liability of each Borrower under this Agreement will be joint and several. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement and any party's failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

ELLEN TRACY HOLDINGS LLC

By: 
Name: George Altus
Title: Member

Address: 3 Empire Boulevard
South Hackensack, New Jersey 07606

ISRAEL DISCOUNT BANK OF NEW YORK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 511 Fifth Avenue
New York, New York 10017

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

ELLEN TRACY HOLDINGS LLC

By: _____
Name: _____
Title: _____

Address: 3 Empire Boulevard
South Hackensack, New Jersey 07606

ISRAEL DISCOUNT BANK OF NEW YORK

DocuSigned by:
Dionne S. Rice
By: _____
Name: Dionne S. Rice
Title: First Vice President

DocuSigned by:
Eric Serenkin
By: _____
Name: Eric Serenkin
Title: Senior Vice President

Address: 1114 Avenue of the Americas
New York, New York 10036

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

<u>MARK</u>	<u>SERIAL NO</u>	<u>REGISTRATION NO.</u>
COMPANY ELLEN TRACY	77679016	4422145
ELLEN TRACY	87546865	5891783
ELLEN TRACY	78975375	2863810
ELLEN TRACY	78169120	3112534
ELLEN TRACY	74326572	1780391
WOMEN- HYPHENATED	86714420	5034609

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK LICENSES

Ellen Tracy

License Agreements

1. License Agreement, dated as of March 31, 2015, by and between Brand Matter, LLC and Amerex Group LLC, as amended on May 31, 2017, October 23, 2018 and May 13, 2021.
2. License Agreement, dated as of July 1, 2018, by and between Brand Matter, LLC and Amiee Lynn, Inc.
3. License Agreement, dated as of November 28, 2011, by and between Brand Matter, LLC and Bolan Trading Company/Hira Terry Mills Limited, as amended on June 25, 2012, May 2014, November 10, 2017 and August 13, 2020.
4. License Agreement, dated as of December 9, 2009, by and between Brand Matter, LLC and Cascadia Fashions Recourses Inc., assigned to C&O Apparel Inc. as of September 29, 2010, as amended on May 7, 2012, July 9, 2012, December 3, 2015, July 19, 2019 and May 13, 2021.
5. License Agreement, dated as of January 1, 2018, by and between Brand Matter, LLC and Cathay Home Inc., as amended on October 17, 2018 and December 18, 2019.
6. License Agreement, dated as of August 10, 2005, by and between Brand Matter, LLC and Clear Vision Optical Company, Inc., as amended on January 1, 2009, November 23, 2010, December 7, 2015 and February 26, 2019.
7. License Agreement, dated as of November 11, 2010, by and between Brand Matter, LLC and Concepts, as amended on September 21, 2015 and May 3, 2019.
8. License Agreement, dated as of July 29, 2010, by and between Brand Matter, LLC and Enchante Accessories, Inc., as amended on June 2014 and July 17, 2018.
9. License Agreement, dated as of September 1, 2016, by and between Brand Matter, LLC and Gina Group, LLC, as amended on November 30, 2020.
10. License Agreement, dated as of October 2, 2015, by and between Brand Matter, LLC and Grupo Carmi, as amended on November 7, 2018.
11. License Agreement, dated as of June 24, 2015, by and between Brand Matter, LLC and Jacmel Jewelry, Inc., as amended on June 11, 2018.
12. License Agreement, dated as of May 17, 2016, by and between Brand Matter, LLC and Marr Holdings, Inc., as amended on March 2, 2017.
13. License Agreement, dated as of January 11, 2016, by and between Brand Matter, LLC and MWA Accessories LLC, as amended on January 10, 2019.
14. License Agreement, dated as of March 12, 2009, by and between Brand Matter, LLC and Palm Beach Beaute, LLC, as amended on November 15, 2013 and January 7, 2019
15. License Agreement, dated as of September 5, 2017, by and between Brand Matter, LLC and SME Consolidated Ltd.
16. License Agreement, dated as of October 29, 2018, by and between Brand Matter, LLC and David Peyser Sportswear, Inc. d/b/a Weatherproof
17. License Agreement, dated as of December 22, 2008, by and between Brand Matter, LLC and Charles Komar & Sons, Inc., as amended on December 7, 2009, June 14, 2011, August 3, 2011, August 28, 2012, January 1, 2014, December 10, 2015, February 27, 2018, June 4, 2019 and November 20, 2019.
18. License Agreement, dated as of January 1, 2010, by and between Brand Matter, LLC and Ringerjeans, LLC, as amended on December 1, 2020.
19. License Agreement, dated as of December 3, 2020, by and between Brand Matter, LLC and NYC Idol Apparel Int'l Inc.
20. License Agreement, dated as of September 21, 2020, by and between Brand Matter, LLC and Daytona Apparel Group LLC

21. License Agreement, dated as of June 26, 2019, by and between Brand Matter, LLC and Holmberg Brands Oy.
22. License Agreement, dated as of January 1, 2020, by and between Brand Matter, LLC and Y&S Handbags, Inc. ("Y&S License").
23. License Agreement, dated as of July 9, 2012, by and between Brand Matter, LLC and TJX Companies, Inc., as amended on June 14, 2013.

Trademark Collateral Assignment and
Security Agreement

TRADEMARK
REEL: 007382 FRAME: 0014

