

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAVID WEBB LLC		12/21/2021	Limited Liability Company: NEW YORK
DAVID WEBB INTELLECTUAL HOLDINGS LLC		12/21/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, NA, as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5267013	DAVID WEBB	
Serial Number:	87867560	DAVID WEBB	
Serial Number:	87867640	DAVID WEBB NEW YORK	
Registration Number:	5611990	W	
Registration Number:	5622818	DAVID WEBB NEW YORK	
Registration Number:	5813709	DAVID WEBB	
Serial Number:	87867599	W	
Serial Number:	88021493	BOLDLY CREATED. BOLDLY WORN.	
Serial Number:	88021861	BOLDLY CREATED. BOLDLY WORN.	
Serial Number:	88024404	DIPPED IN SUGAR	
Serial Number:	97145102	BOLDLY CREATED. BOLDLY WORN.	
Serial Number:	97145104	W	
Serial Number:	97145107	DAVID WEBB	
Serial Number:	97145110	DAVID WEBB NEW YORK	
CORRESPONDENCE DATA			

OP \$365.00 5267013

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: 2023704750
Email: ipteam@coagencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Connecticut Ave., NW, Suite 712
Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1555797
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	12/23/2021

Total Attachments: 8

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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the "Agreement"), dated as of December 21, 2021, is made by and between **DAVID WEBB LLC**, a New York limited liability company and **DAVID WEBB INTELLECTUAL HOLDINGS LLC**, a New York limited liability company (collectively, "Company"), on the one hand, and **CITIZENS BANK, N.A.**, a national banking association ("Citizens"), individually as a Lender, as administrative agent (in such capacity, "Administrative Agent") for itself and any other financial institution which is or becomes a party hereto as a lender (each such financial institution, including Citizens, is referred to hereinafter individually as a "Lender" and collectively as the "Lenders"), on the other hand.

Recitals

A. Company and Administrative Agent, among others, are parties to a Loan and Security Agreement dated as of January 12, 2017 (as amended (including pursuant to the Fourth Amendment referred to below), restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Company.

B. Contemporaneously herewith, Company and Administrative Agent, among others, are entering into that certain Fourth Amendment to Loan and Security Agreement (the "Fourth Amendment"), pursuant to which the Loan and Security Agreement is being amended to, among other things, extend the Revolving Credit Maturity Date.

C. As a condition to entering into the Fourth Amendment and continuing to extend credit to or for the account of Company, Lenders have required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereto hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan and Security Agreement. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of each Company's right, title and interest in and to all copyrightable works and all copyrights of Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

"Patents" means all of each Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, if any, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the United States issued trademarks and applications for registration listed on Exhibit C.

2. Security Interest. Company hereby irrevocably pledges, assigns and transfers to Administrative Agent and (to the extent provided herein) its Affiliates, for the benefit of Lenders, a continuing security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Loan and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Loan and Security Agreement, and Company hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Security Interest shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Loan and Security Agreement. Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Continuing Effectiveness of Existing Copyright, Patent and Trademark Security Agreement. Nothing herein shall be deemed to derogate from Company's obligations or Administrative Agent's rights under that certain Copyright, Patent and Trademark Security Agreement dated as of January 12, 2017 (the "Existing Agreement"), which Existing Agreement remains in full force and effect as of the date hereof.

7. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

DAVID WEBB LLC, as Company

By: _____
Name: MARK EMAMUEL
Title: MANAGER

**DAVID WEBB INTELLECTUAL HOLDINGS
LLC**, as Company

By: _____
Name: MARK EMAMUEL
Title: MANAGER

2893573.1

[Signature Page to Copyright, Patent and Trademark Security Agreement]

CITIZENS BANK, N.A., as Administrative Agent

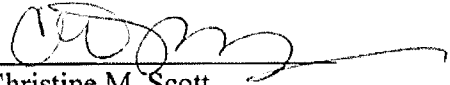
By: 
Name: Christine M. Scott
Title: Senior Vice President

EXHIBIT A

UNITED STATES COPYRIGHTS

<u>Copyrights</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Crocodile Cuff	David Webb LLC*	7/24/1987	Registered	VA0000269230
Lion Design Gold Cuff	David Webb LLC*	8/20/1987	Registered	VA0000271223
David Webb Jewelry, Objects and Sketches	David Webb LLC	12/13/2013	Registered	VAu001150968
David Webb: The Quintessential American Jeweler	David Webb LLC	12/22/2014	Registered	VA0001953008
Unregistered copyrights in jewelry designs authored by David Webb for David Webb, Inc. and assigned to David Webb LLC in 2010	David Webb LLC	n/a	n/a	n/a

EXHIBIT B

UNITED STATES ISSUED PATENTS

NONE

UNITED STATES PATENT APPLICATIONS

NONE

EXHIBIT C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

TRADEMARKS	OWNER	APPLICATION / FILING DATE	APPLICATION / REGISTRATION NO.
DAVID WEBB	David Webb LLC	8/31/2014	5267013
DAVID WEBB	David Webb LLC	4/8/2018	87867560
DAVID WEBB NEW YORK	David Webb LLC	4/8/2018	87867640
W	David Webb LLC	5/21/2018	5611990
DAVID WEBB NEW YORK	David Webb LLC	5/22/2018	5622818
DAVID WEBB	David Webb LLC	2/4/2019	5813709
W	David Webb LLC	4/8/2018	87867599
BOLDLY CREATED. BOLDLY WORN	David Webb LLC	6/29/2018	88021493
BOLDLY CREATED. BOLDLY WORN	David Webb LLC	6/30/2018	88021861
DIPPED IN SUGAR	David Webb LLC	7/3/2018	88024404
BOLDLY CREATED. BOLDLY WORN.	David Webb LLC	11/28/2021	97145102
W	David Webb LLC	11/28/2021	97145104
DAVID WEBB	David Webb LLC	11/28/2021	97145107
DAVID WEBB NEW YORK	David Webb LLC	11/28/2021	97145110

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