

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquatalia IP LLC		10/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	White Oak Commercial Finance, LLC		
Street Address:	1155 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4349879	AQUATALIA	
Registration Number:	4349882	AQUATALIA	
Registration Number:	1997049	AQUATALIA BY MARVIN K	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/04/2022		
Total Attachments: 14			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 15, 2021 is made by the undersigned (together with each other Person joined hereto as a grantor from time to time, each, a “Grantor”, and collectively, the “Grantors”) in favor of WHITE OAK COMMERCIAL FINANCE, LLC (“White Oak”) as Lender (as defined below).

BACKGROUND

Pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of February 1, 2021, among NY AND CO ECOMM LLC, a Delaware limited liability company (“NYCE”), FASHION TO FIGURE ECOMM LLC, a Delaware limited liability company (“FFE”), LORD & TAYLOR ECOMM LLC, a Delaware limited liability company (“LTE”), LETOTE ECOMM LLC, a Delaware limited liability company (“LeTote”, and collectively with NYCE, FFE and LTE, (the “Existing Borrowers”), AQUATALIA ECOMM LLC, a Delaware limited liability company (the “New Borrower”, and together with the Existing Borrowers, each a “Borrower” and collectively, the “Borrowers”), NY AND CO IP LLC, a Delaware limited liability company (“NYC IP”) , FASHION TO FIGURE IP LLC, a Delaware limited liability company (“FF IP”), SAADIA GROUP LLC, a New York limited liability company (“Saadia”), RTW RETAILWINDS ACQUISITION LLC, a Delaware limited liability company (“RTW”), LORD & TAYLOR ACQUISITIONS LLC, a Delaware limited liability company (“LTA”), LORD & TAYLOR IP LLC, a Delaware limited liability company, (“LT IP”), LETOTE IP LLC, a Delaware limited liability company (“LeTote IP” and together with NYIP, FFIP, RTW, Saadia, LTA and LTIP, the “Existing Guarantors”), AQUATALIA IP LLC, a Delaware limited liability company (the “New Guarantor”, and together with the Existing Guarantors, each a “Guarantor” and collectively, the “Guarantors”), and WHITE OAK COMMERCIAL FINANCE, LLC (the “Lender”) (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”).

Lender has agreed to make the Advances for the benefit of Grantors. Lender is willing to make the Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender this Intellectual Property Security Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Each Grantor hereby agrees as follows:

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyrights” means any and all rights in any published and unpublished works of authorship, including (a) copyrights and moral rights, (b) all renewals, extensions, restorations and reversions thereof, (c) copyright registrations and recordings thereof and all applications in connection therewith including those listed on Schedule III hereto, (d) income, license fees, 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, present, or future infringements thereof, (e) the right to sue for past, present, and future infringements thereof, and (f) all of each Grantor's rights corresponding thereto throughout the world.

“Domain Names” means Internet domain names, including top level domain names and global top level domain names, URLs, social media identifiers, handles and tags, including the domain name registrations and social media identifiers, handles and tags listed on Schedule IV hereto.

“Intellectual Property” means any and all Patents, Copyrights, Trademarks, Domain Names trade secrets, know-how, inventions (whether or not patentable), algorithms, software programs (including source code and object code), processes, product designs, industrial designs, blueprints, drawings, data, customer lists, URLs and domain names, specifications, documentations, reports, catalogs, literature, and any other forms of technology or proprietary information of any kind, including all rights therein and all applications for registration or registrations thereof.

“Intellectual Property Security Agreement” means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

“Licenses” means, with respect to any Person (the “Specified Party”), (a) any licenses or other similar rights provided to the Specified Party in or with respect to Intellectual Property owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to Intellectual Property owned or controlled by the Specified Party, in each case, including (i) any software license agreements (other than license agreements for commercially available off-the-shelf software that is generally available to the public which have been licensed to any Grantor pursuant to end-user licenses) and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of any Lenders' rights under the Loan Agreement or the other Loan Documents.

“Patents” means patents and patent applications, including (a) the patents and patent applications listed on Schedule I hereto, (b) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (c) 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, present, or future infringements thereof, (d) the right to sue for past, present, and future infringements thereof, and (e) all of each Grantor's rights corresponding thereto throughout the world.

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, brand names, certification marks, collective marks, logos, symbols, trade dress, assumed names, fictitious names and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule II hereto, (b) all extensions, modifications and renewals thereof, (c) 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, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (f) all of each Grantor's rights corresponding thereto throughout the world.

2. Grant of Security Interest In Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time; each Grantor hereby pledges, collaterally assigns and grants to Lender for the benefit of Lender (and its agents and designees), a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

- (a) all of its Patents including those referred to on Schedule I hereto;
- (b) all of its Trademarks including those referred to on Schedule II hereto;
- (c) all of its Copyrights including those referred to on Schedule III hereto;
- (d) all of its Domain Names including those referred to on Schedule IV hereto;
- (e) all of its Licenses to which it is a party;
- (f) all reissues, continuations or extensions of the foregoing;
- (g) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Trademark, each Copyright, each Domain Name and each License; and
- (h) all products and proceeds of the foregoing, including, without limitation, any claim by each Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any License, (iii) infringement or dilution of any Trademark or Trademark licensed under any License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any License, (v) infringement or dilution of any Copyright or Copyright licensed under any License, (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any License, (vii) infringement or dilution of any Domain Name or Domain Name

licensed under any License, and (viii) injury to the goodwill associated with any Domain Name or any Domain Name licensed under any License.

Notwithstanding anything contained in this Agreement to the contrary, the term "Intellectual Property Collateral" shall not include: (x) with respect to all Grantors, (i) any rights or interest in any License covering real or personal property of the Grantor if under the terms of such License or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law (provided, that, (A) the foregoing exclusions of this clause (i) shall in no way be construed to apply to the extent that any described prohibition or restriction is ineffective under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, and (B) the foregoing exclusions of clause (i) shall in no way be construed to limit, impair, or otherwise affect any of the Lender's continuing security interests in and liens upon any rights or interests of the Grantor in or to (1) monies due or to become due under or in connection with any described License, or (2) any proceeds from the sale, license, lease, or other dispositions of any such License agreement); or (ii) 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 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.

3. Representations and Warranties. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-IV, respectively, hereto. All registered Copyrights, registered Trademarks, Domain Names and issued Patents that are owned by such Grantor and necessary for the conduct of its business as currently conducted are valid, subsisting and enforceable and are in compliance with all laws, rules, regulations, and orders of any Governmental Body applicable thereto, except as could not reasonably be expected to have a Material Adverse Effect. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender for the benefit of Lender in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from such Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of each Grantor all action necessary to protect and perfect Lender's lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Each Grantor covenants and agrees with Lender as follows:

(a) Such Grantor shall notify Lender immediately if it knows that any application or registration relating to any Patent, Trademark, Domain Name or Copyright (now or hereafter existing) material to the operation of such Grantor's business has become abandoned or dedicated, or of any adverse determination or development (including the

institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) With respect to Intellectual Property hereafter existing and not covered by an appropriate security interest grant, the applicable Grantor shall execute and record in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, of appropriate instruments granting a security interest, as may be necessary or that the Lender may reasonably request in order to perfect and preserve the security interest purported to be created hereby.

(c) Each Grantor shall promptly file an application with the United States Copyright Office for any Copyright that has not been registered with the United States Copyright Office if the registration of such Copyright is necessary in connection with the conduct of such Grantor's business and Grantor deems, in its sole discretion, that the pursuit of registration is necessary; provided that if Grantor deems, in its sole discretion, that the registration is not necessary, the failure to register such Copyright would not have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by the Grantors.

(d) Each Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings as long as Grantor deems, in its sole discretion, that the pursuit of filings are necessary and/or unless any such application, Patent or Trademark is no longer necessary in the conduct of such Grantor's business; provided that if Grantor deems, in its sole discretion, that such filings and/or any such application, Patent or Trademark are not necessary, the failure to take any of the foregoing actions would not have a Material Adverse Effect.

(e) Each Grantor shall have the duty, with respect to Intellectual Property that is necessary in the conduct of such Grantor's business and as deemed appropriate by such Grantor in its sole discretion in accordance with the exercise of its reasonable business judgment, to protect and diligently enforce and defend at such Grantor's expense its Intellectual Property, including (A) to diligently enforce and defend, including promptly suing for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and filing for opposition, interference, and cancellation against conflicting Intellectual Property rights of any Person, (B) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Intellectual Property Security Agreement, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Intellectual Property Security Agreement, (D) to take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights, Domain Names, Licenses, and its rights therein, including paying all maintenance fees and filing of applications for

renewal, affidavits of use, and affidavits of noncontestability, and (E) to require all employees, consultants, and contractors of each Grantor who were involved in the creation or development of such Intellectual Property to sign agreements containing assignment of Intellectual Property rights and obligations of confidentiality. As deemed appropriate by each Grantor in accordance with the exercise of its reasonable business judgment, such Grantor further agrees not to abandon any Intellectual Property or Intellectual Property License that is necessary in the conduct of such Grantor's business. Each Grantor hereby agrees to take the steps described in this Section 4(e) with respect to all new or acquired Intellectual Property to which it or any of its Affiliates of is now or later becomes entitled that is necessary in the conduct of such Grantor's business.

(f) Grantors acknowledge and agree that the Lender shall have no duties with respect to any Intellectual Property or Licenses of any Grantor. Without limiting the generality of this Section 4(f), Grantors acknowledge and agree that Lender shall not be under any obligation to take any steps necessary to preserve rights in the Collateral consisting of Intellectual Property or Licenses against any other Person, but Lender may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of the Borrowers and shall be chargeable to the Borrowers' Account.

(g) Upon the occurrence and during the continuance of any breach or default under any material License by any party thereto other than a Grantor, (A) the relevant Grantor will, promptly after obtaining knowledge thereof, give the Lender written notice of the nature and duration thereof, specifying what action, if any, it has taken and proposes to take with respect thereto, and (B) no Grantor will, without the prior written consent of the Lender, which consent will not be unreasonably withheld, conditioned or delayed, declare or waive any such breach or default or affirmatively consent to the cure thereof or exercise any of its remedies in respect thereof, and (C) each Grantor will, upon written instruction from the Lender and at such Grantor's expense, take such action as the Lender may deem necessary or advisable in respect thereof.

(h) Each Grantor will, at its expense, promptly deliver to the Lender a copy of each written notice or other written communication received by it by which any other party to any material License (A) declares a breach or default by a Grantor of any material term thereunder, or (B) terminates such License.

(i) Each Grantor will exercise promptly and diligently each and every right which it may have under each material License (other than any right of termination) and will duly perform and observe in all material respects all of its obligations under each material License and will take all action necessary to maintain the material Licenses in full force and effect. No Grantor will, without the prior written consent of the Lender, which consent will not be unreasonably withheld, conditioned or delayed, cancel, terminate, amend or otherwise modify in any respect any provision of, any License that is material to the conduct of such Grantor's business.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. Termination Of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon termination of the Loan Agreement.

[Remainder of page intentionally left blank]

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

GRANTOR:

AQUATALIA IP LLC

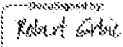
By: _____

Name: Joseph Saadia

Title: President

ACCEPTED and ACKNOWLEDGED as of the date first written above by:

WHITE OAK COMMERCIAL FINANCE, LLC

By:  _____
Name: Robert Grbic
Title: President and CEO

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENTS OWNED BY AQUATALIA IP LLC

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

TRADEMARKS OWNED BY AQUATALIA IP LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
AQUATALIA	Australia	1437106 7/13/2011	1437106 4/23/2012	Registered
AQUATALIA	Canada	1759537 12/15/2015	TMA970251 5/5/2017	Registered
AQUATALIA	European Union	000348870 9/9/1996	000348870 1/26/1999	Registered
AQUATALIA	Hong Kong	302471175 12/17/2012	302471175 7/11/2013	Registered
AQUATALIA	Israel	251646 12/13/2012	251646 7/6/2014	Registered
AQUATALIA	Japan	2012100997 12/13/2012	5588914 6/7/2013	Registered
AQUATALIA	Mexico	1337889 1/8/2013	1367757 5/16/2013	Registered
AQUATALIA	New Zealand	845475 7/11/2011	845475 1/11/2012	Registered
AQUATALIA	South Africa	201233977 N/A	201233977 12/13/2012	Registered
AQUATALIA	Switzerland	582242011 7/14/2011	620047 9/8/2011	Registered
AQUATALIA	United Kingdom	2134380 5/30/1779	UK00002134380 11/28/1997	Registered
AQUATALIA	United States of America	85755059 10/16/2012	4349879 6/11/2013	Registered

AQUA-TALIA	Canada	0696958 1/8/1992	409858 3/19/1993	Registered
AQUATALIA (STYLIZED)	Republic of Korea	4020130006241 1/31/2013	401011007 12/4/2013	Registered
AQUATALIA (STYLIZED)	United States of America	85755100 10/16/2012	4349882 6/11/2013	Registered
AQUATALIA BY MARVIN K	Australia	1437107 07/13/2011	1437107 4/23/2012	Registered
AQUATALIA BY MARVIN K	European Union	011428216 12/14/2012	011428216 5/13/2013	Registered
AQUATALIA BY MARVIN K	Israel	251647 12/13/2012	251647 11/4/2014	Registered
AQUATALIA BY MARVIN K	Japan	2008025665 4/3/2008	5188560 12/12/2008	Registered
AQUATALIA BY MARVIN K	Mexico	1337885 1/8/2013	1367756 5/16/2013	Registered
AQUATALIA BY MARVIN K	New Zealand	845476 7/11/2011	845476 1/11/2012	Registered
AQUATALIA BY MARVIN K	South Africa	201233978 N/A	201233978 12/13/2012	Registered
AQUATALIA BY MARVIN K	Switzerland	582222011 7/14/2011	620048 9/8/2011	Registered
AQUATALIA BY MARVIN K	United States of America	74731860 9/21/1995	1997049 8/27/1996	Registered
AQUATALIA BY MARVIN K.	Canada	0792959 9/19/1995	472111 3/5/1997	Registered

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

U.S. COPYRIGHTS OWNED BY AQUATALIA IP LLC

None.

SCHEDULE IV
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

DOMAIN NAMES

DOMAIN NAMES OWNED BY AQUATALIA IP LLC

aquatalia.ca
aquatalia.co.uk
aquatalia.com
aquatalia.com.au
aquatalia.com.mx
aquatalia.in
aquatalia.info
aquatalia.mx
aquatalia.net
aquatalia.org
aquatalia.sucks
aquataliabymarvink.ca
aquataliabymarvink.com
aquataliabymarvinksacchetto.ca
aquataliabymarvinksacchetto.com
aquataliagroup.ca
aquataliagroup.com
aquataliahandbags.ca
aquataliahandbags.com