

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CABI, LLC		02/28/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as Collateral Agent		
Street Address:	200 Clarendon Street, 51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3192304	CABI	
Registration Number:	4955716	CABI	
Registration Number:	3192305	CABI	
Registration Number:	4980004	CABI	
Registration Number:	5183256	CABI	
Registration Number:	5476626	CABI TAP	
Registration Number:	3226900	CABI	
Registration Number:	3133821	CAROL ANDERSON BY INVITATION	
Registration Number:	3495335	CAROL ANDERSON BY INVITATION	
Registration Number:	5202647	CAROL ANDERSON BY INVITATION	
Registration Number:	6548180	FRONT ROW	
Registration Number:	4922028	LOVE, CAROL COLLECTION	
Registration Number:	4922027	LOVE, CAROL COLLECTION	
Registration Number:	4275559	THE SCOOP	
Registration Number:	5087211	W.E. ARE CABI	
Registration Number:	4811993	WOMEN ON PURPOSE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		

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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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	47245 / 042
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	02/28/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

February 28, 2022

WHEREAS, CABI, LLC, California limited liability company (the “Grantor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated February 28, 2022 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of TCW ASSET MANAGEMENT COMPANY LLC, a Delaware limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement) ; provided that, notwithstanding the foregoing, the Collateral shall exclude any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed with the United States Patent and Trademark Office, or if filed, has not been deemed in conformance with applicable requirements of, or examined and accepted, respectively, by, the United States Patent and Trademark Office; provided further that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, assign, transfer and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

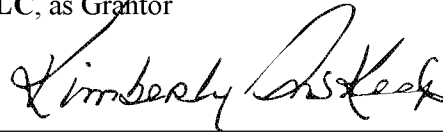
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Financing Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

CABI, LLC, as Grantor

By: _____

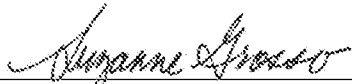


Name: Kimberly Inskeep

Title: Chief Executive Officer

Acknowledged and accepted
as of the date first written above:

TCW ASSET MANAGEMENT COMPANY LLC,
as Collateral Agent

By: 

Name: Suzanne Grosso

Title: Managing Director

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
CAbi, LLC	U.S.	CABI	Appl. No. 78/733,041 Reg. No. 3,192,304	Filing Date 10/13/2005 Reg. Date 1/2/2007
CAbi, LLC	U.S.	CABI	Appl. No. 86/769,659 Reg. No. 4,955,716	Filing Date 9/26/2015 Reg. Date 5/10/2016
CAbi, LLC	U.S.	CAbi (Stylized)	Appl. No. 78/733,043 Reg. No. 3,192,305	Filing Date 10/13/2005 Reg. Date 1/2/2007
CAbi, LLC	U.S.	cabi (Stylized)	Appl. No. 86/978,792 Reg. No. 4,980,004	Filing Date 2/3/2015 Reg. Date 6/14/2016
CAbi, LLC	U.S.	cabi (Stylized)	Appl. No. 86/981,680 Reg. No. 5,183,256	Filing Date 2/3/2015 Reg. Date 4/11/2017
CAbi, LLC	U.S.	CABI TAP	Appl. No. 87/357,856 Reg. No. 5,476,626	Filing Date 3/3/2017 Reg. Date 5/22/2018
CAbi, LLC	U.S.	CABI and Design (Dress Design)	Appl. No. 78/733,045 Reg. No. 3,226,900	Filing Date 10/13/2005 Reg. Date 4/10/2007
CAbi, LLC	U.S.	CAROL ANDERSON BY INVITATION	Appl. No. 78/373,389 Reg. No. 3,133,821	Filing Date 2/24/2004 Reg. Date 8/22/2006
CAbi, LLC	U.S.	CAROL ANDERSON BY INVITATION	Appl. No. 77/369,974 Reg. No. 3,495,335	Filing Date 1/11/2008 Reg. Date 9/2/2008
CAbi, LLC	U.S.	CAROL ANDERSON BY INVITATION	Appl. No. 86/769,660 Reg. No. 5,202,647	Filing Date 9/26/2015 Reg. Date 5/16/2017
CAbi, LLC	U.S.	FRONT ROW	Appl. No. 88/470,743 Reg. No. 6,548,180	Filing Date 6/12/2019 Reg. Date 11/2/2021
CAbi, LLC	U.S.	LOVE, CAROL COLLECTION	Appl. No. 86/633,938 Reg. No. 4,922,028	Filing Date 5/18/2015 Reg. Date 3/22/2016

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
CAbi, LLC	U.S.	LOVE, CAROL COLLECTION (Stylized)	Appl. No. 86/633,937 Reg. No. 4,922,027	Filing Date 5/18/2015 Reg. Date 3/22/2016
CAbi, LLC	U.S.	THE SCOOP	Appl. No. 85/642,068 Reg. No. 4,275,559	Filing Date 6/4/2012 Reg. Date 1/15/2013
CAbi, LLC	U.S.	w.e. are cabi	Appl. No. 86/510,412 Reg. No. 5,087,211	Filing Date 1/21/2015 Reg. Date 11/22/2016
CAbi, LLC	U.S.	WOMEN ON PURPOSE	Appl. No. 86/523,453 Reg. No. 4,811,993	Filing Date 2/3/2015 Reg. Date 9/15/2015