

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kobra International, Ltd.		05/17/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	FEAC Agent, LLC, as Agent		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 43			
Property Type	Number	Word Mark	
Registration Number:	1277092	NICOLE MILLER	
Registration Number:	1770610	NICOLE MILLER	
Registration Number:	1783390	NICOLE MILLER	
Registration Number:	1783441	NICOLE MILLER	
Registration Number:	1787269	NICOLE MILLER	
Registration Number:	1841144	NICOLE MILLER	
Registration Number:	1902188	NICOLE MILLER	
Registration Number:	1974853	NICOLE MILLER	
Registration Number:	2237645	NICOLE NICOLE MILLER	
Registration Number:	2488518	NICOLE MILLER	
Registration Number:	2753521	NICOLE MILLER	
Registration Number:	2842350	NICOLE MILLER	
Registration Number:	2855579	NICOLE MILLER	
Registration Number:	3154986	NICOLE BY NICOLE MILLER	
Registration Number:	3192111	NICOLE MILLER	
Registration Number:	3262496	NICOLE MILLER	
Registration Number:	3304479	NICOLE BY NICOLE MILLER	
Registration Number:	3309460	NICOLE MILLER STUDIO	
Registration Number:	3354036	NICOLE MILLER NEW YORK	

CH \$1090.00 1277092

Property Type	Number	Word Mark
Registration Number:	3357703	NICOLE MILLER COLLECTION
Registration Number:	3568310	N BY NICOLE MILLER
Registration Number:	3604321	NICOLE BY NICOLE MILLER
Registration Number:	3989858	NNNN
Registration Number:	3989862	NNNN
Registration Number:	3989866	NNNN
Registration Number:	4284578	NNNN
Registration Number:	4343470	NICOLE MILLER
Registration Number:	4389699	ARTELIER NICOLE MILLER
Registration Number:	4580464	ARTELIER NICOLE MILLER
Registration Number:	4589079	ARTELIER NICOLE MILLER
Registration Number:	4942957	NICOLE MILLER
Registration Number:	5092406	NICOLE MILLER
Registration Number:	5150141	NICOLE MILLER NEW YORK
Registration Number:	5177261	ARTELIER NICOLE MILLER
Registration Number:	5486621	NMNM
Registration Number:	5486622	NMNM
Registration Number:	5486623	NMNM
Registration Number:	5508320	NMNM NICOLE MILLER NEW YORK
Registration Number:	6114404	MILLER BY NICOLE MILLER
Registration Number:	6114405	MILLER BY NICOLE MILLER
Registration Number:	6123007	NICOLE MILLER
Registration Number:	6329544	NICOLE MILLER FINE JEWELRY
Registration Number:	6646696	NICOLE MILLER

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	05/17/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 17, 2022 is made by KOBRA INTERNATIONAL, LTD. a New York corporation, having an address at 525 Fashion Avenue, 20th Floor New York, New York 10018 (the "Grantor"), in favor of FEAC AGENT, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referenced below (in such capacity, the "Agent"), having an address at 500 Boylston Street, Suite 1250, Boston, Massachusetts 02116.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as borrower, Nicole Miller Holdings, LLC, as guarantor, the lenders from time to time party thereto (the "Lenders") and FEAC Agent, LLC as administrative agent for the Lenders (the "Agent"), the Agent and the Lenders have agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Agent have entered into that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST. The Grantor hereby pledges, assigns and grants to the Agent, for the benefit of itself and the Lenders, and each of their permitted successors, endorsees, transferees and assigns, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned or presently existing or hereafter created, arising or acquired (collectively, the "Trademark Collateral"):

2.1 all of its Trademarks including, without limitation, those referred to on Schedule 1 attached hereto, excluding only the Intent-to-Use Marks to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2 all extensions and renewals of the foregoing;

2.3 all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4 all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5 any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6 any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages,

restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement or Credit Agreement, the Security Agreement or Credit Agreement, as applicable, shall control. This Agreement shall constitute a Transaction Document (as such term is defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. 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 by telecopy or other electronic transmission (including "PDF" or any electronic signature permitted under the Credit Agreement) of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

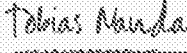
7. TERMINATION. Upon the termination of the Credit Agreement in accordance with the terms thereof, this Agreement shall automatically terminate concurrently therewith and the security interest granted hereunder and in the Security Agreement shall be automatically released, and at the expense of the Grantor, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Agent and the Grantor, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and the Trademark Collateral under this Agreement.

[remainder of page intentionally left blank; signature pages follow]

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

GRANTOR:

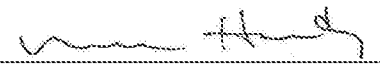
KOBRA INTERNATIONAL, LTD.

DocuSigned by:
By: 
Name: Tobias Nanda
Title: President

AGENT:

FEAC AGENT, LLC

By: First Eagle Alternative Credit, LLC
Its: Managing Member

By: 
Name: Michelle Handy
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

UNITED STATES TRADEMARKS

Registered Trademarks, Service Marks and Trade Dress in the U.S.

Trademark	App. No.	App. Date	Reg.	Reg. Date	Int. Classes
NICOLE MILLER	73393186	Sep 29 1982	1277092	May 8 1984	25
NICOLE MILLER	74275394	May 14 1992	1770610	May 11 1993	42
NICOLE MILLER	74151533	Mar 26 1991	1783390	Jul 20 1993	14
NICOLE MILLER	74166288	May 13 1991	1783441	Jul 20 1993	18
NICOLE MILLER	74152155	Mar 28 1991	1787269	Aug 10 1993	18
NICOLE MILLER	74801596	Oct 11 1991	1841144	Jun 21 1994	03
NICOLE MILLER	74151534	Mar 26 1991	1902188	Jun 27 1995	25
Nicole Miller (Signature)	74658381	Mar 28 1995	1974853	May 21 1996	25
NICOLE NICOLE MILLER (DESIGN)	75317091	Jun 30 1997	2237645	Apr 6 1999	03
NICOLE MILLER	75703986	May 12 1999	2488518	Sep 11 2001	03
NICOLE MILLER	76018539	Apr 4 2000	2753521	Aug 19 2003	24
NICOLE MILLER	76458892	Oct 17 2002	2842350	May 18 2004	25

Trademark	App. No.	App. Date	Reg.	Reg. Date	Int. Classes
Nicole Miller (Signature)	76458893	Oct 17 2002	2855579	Jun 22 2004	25
NICOLE BY NICOLE MILLER	78505844	Oct 26 2004	3154986	Oct 10 2006	25
NICOLE MILLER	78703204	Aug 30 2005	3192111	Jan 2 2007	09
NICOLE MILLER	78630319	May 16 2005	3262496	Jul 10 2007	14
NICOLE BY NICOLE MILLER	78849255	Mar 29 2006	3304479	Oct 2 2007	25
NICOLE MILLER STUDIO	78807938	Feb 6 2006	3309460	Oct 9 2007	25
NICOLE MILLER NEW YORK	78849191	Mar 29 2006	3354036	Dec 11 2007	25
NICOLE MILLER COLLECTION	78849186	Mar 29 2006	3357703	Dec 18 2007	25
N BY NICOLE MILLER	77268109	Aug 30 2007	3568310	Jan 27 2009	25
NICOLE BY NICOLE MILLER	78558408	Feb 1 2005	3604321	Apr 7 2009	18
N STAR LOGO	85190432	Dec 3 2010	3989858	Jul 5 2011	09
N STAR LOGO	85190512	Dec 3 2010	3989862	Jul 5 2011	14

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Int. Classes
N STAR LOGO	85190592	Dec 3 2010	3989866	Jul 5 2011	25
N STAR LOGO	85190543	Dec 3 2010	4284578	Feb 5 2013	18
Nicole Miller (Signature)	85536904	Feb 8 2012	4343470	May 28 2013	25
ARTELIER NICOLE MILLER	85979546	Aug 4 2011	4389699	Aug 20 2013	25
ARTELIER NICOLE MILLER	85389459	Aug 4 2011	4580464	Aug 5 2014	18
ARTELIER NICOLE MILLER	85389466	Aug 4 2011	4589079	Aug 19 2014	25
NICOLE MILLER	86677608	Jun 29 2015	4942957	Apr 19 2016	24
NICOLE MILLER	86732806	Aug 21 2015	5092406	Nov 29 2016	16
NICOLE MILLER NEW YORK	87083041	Jun 24 2016	5150141	Feb 28 2017	25
ARTELIER NICOLE MILLER	86732811	Aug 21 2015	5177261	Apr 4 2017	25

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Int. Classes
NMNM	87701848	Nov 29 2017	5486621	Jun 5 2018	03
NMNM	87701851	Nov 29 2017	5486622	Jun 5 2018	14
NMNM	87701853	Nov 29 2017	5486623	Jun 5 2018	25
NMNM NICOLE MILLER NEW YORK	87701857	Nov 29 2017	5508320	Jul 3 2018	18
MILLER BY NICOLE MILLER	88296840	Feb 11 2019	6114404	Jul 28 2020	25
MILLER BY NICOLE MILLER	88296843	Feb 11 2019	6114405	Jul 28 2020	25
NICOLE MILLER	88657186	Oct 16 2019	6123007	Aug 11 2020	33
NICOLE MILLER FINE	88536869	Jul 25 2019	6329544	April 20 2021	14
NICOLE MILLER	88078104	Aug 14 2018	6646696	Feb 15 2022	21