

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORI LEE LLC		09/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JOHNSON BANK		
Street Address:	555 East Wells Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: WISCONSIN		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1869685	MORI LEE	
Registration Number:	5132305	DRESS COME TRUE	
Registration Number:	5132370	PROM DRESS COME TRUE	
Registration Number:	5132847	TURNING DREAMS INTO DRESSES	
Registration Number:	5217713	DAMAS DE VIZCAYA	
Registration Number:	6261643	THE OTHER WHITE DRESS	
Registration Number:	6570082	MORI LEE MADELINE GARDNER AFFAIRS	
Registration Number:	3770810	VIZCAYA	
Registration Number:	3824025	BLU	
Registration Number:	3824031	MORI LEE BY MADELINE GARDNER	
Registration Number:	3827188	MADELINE GARDNER NEW YORK	
Registration Number:	3888607	VOYÁGE	
Registration Number:	3942663	JULIETTA	
Registration Number:	5210101	VALENCIA MORI LEE BY MADELINE GARDNER	
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>			

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Phone: 414-277-5231
Email: katrina.balasko@quarles.com, Andrew.Dupree@quarles.com
Correspondent Name: Katrina Balasko at Quarles & Brady LLP
Address Line 1: 411 East Wisconsin Avenue, Suite 2400
Address Line 4: Milwaukee, WISCONSIN 53202-4428

ATTORNEY DOCKET NUMBER:	160906.00093
NAME OF SUBMITTER:	Katrina Balasko
SIGNATURE:	/Katrina Balasko/
DATE SIGNED:	09/23/2022

Total Attachments: 6

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Confirmatory Grant of Security Interest in United States Trademarks (the "Confirmatory Grant"), is made as of September 12, 2022, by and between MORI LEE LLC, a Delaware limited liability company (the "Company"), whose principal address is 333 West 39th Street, New York, NY 10018 and JOHNSON BANK, whose principal address is 555 East Wells Street, Milwaukee, Wisconsin 53202, as administrative agent (the "Secured Party") for the benefit of the lenders (the "Lenders") from time to time party to that certain Credit Agreement of even date herewith (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, MORI LEE GROUP LLC, a Delaware limited liability company ("Parent" together with the Company, the "Borrowers"), the Secured Party and the Lenders.

WHEREAS, the Borrowers and the Subsidiary Guarantors (as defined in the Credit Agreement) (collectively, the "Debtors") and the Secured Party have entered into a Security Agreement of even date herewith (as the same has been or may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Debtors have granted to the Secured Party, for the benefit of the Lenders and the other Benefited Parties (as defined therein), a security interest in substantially all of the Debtors' personal property and assets;

WHEREAS, the Company is the owner of the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are issued or pending with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, pursuant to the Security Agreement. This Confirmatory Grant shall remain in effect until the termination of the Security Agreement in accordance with Section 17 thereof. Upon

such termination, the Secured Party shall promptly, at the expense of the Company, execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Confirmatory Grant.

(b) The Company hereby grants to the Secured Party, for the benefit of the Benefited Parties, a security interest in all of the right, title and interest of the Company in and to the Trademarks (other than Excluded Property) set forth in Exhibit A now owned or hereafter acquired by the Company, together with (1) all proceeds and products of the Trademarks, (2) the goodwill associated with the Trademarks and (3) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Company has executed this Confirmatory Grant effective as of the above-indicated date.

MORI LEE LLC, a Delaware limited liability company

By: 

Name: Ferri Eagle

Title: President and Chief Executive Officer

**EXHIBIT A
TRADEMARKS**

MARK	COUNTRY	APP. NO./DATE	REGISTRATION NO./DATE	GOODS/ SERVICES	INT'L CLASS	STATUS
MORI LEE	USA	74412910 15-JUL-1993	1869685 27-DEC-1994	BRIDAL AND BRIDESMAIDS' GOWNS, FORMAL DRESSWEAR FOR WOMEN; NAMELY, WEDDING GOWNS, BRIDESMAIDS' GOWNS, PROM DRESSES AND INFORMAL GOWNS, AND DRESSES	25	Registered
DRESS COME TRUE	USA	87049997 25-MAY-2016	5132305 31-JAN-2017	BRIDAL AND BRIDESMAIDS' GOWNS; FORMAL DRESSWEAR FOR WOMEN, NAMELY, WEDDING GOWNS, BRIDESMAIDS' GOWNS, PROM DRESSES AND INFORMAL GOWNS, AND DRESSES	25	Registered
PROM DRESS COME TRUE	USA	87054517 31-MAY-2016	5132370 31-JAN-2017	BRIDAL AND BRIDESMAIDS' GOWNS; FORMAL DRESSWEAR FOR WOMEN, NAMELY, WEDDING GOWNS, BRIDESMAIDS' GOWNS, PROM DRESSES AND INFORMAL GOWNS, AND DRESSES	25	Registered
TURNING DREAMS INTO DRESSES	USA	87070758 14-JUN-2016	5132847 31-JAN-2017	BRIDAL AND BRIDESMAIDS' GOWNS; FORMAL DRESSWEAR FOR WOMEN, NAMELY, WEDDING GOWNS, BRIDESMAIDS' GOWNS, PROM DRESSES AND INFORMAL GOWNS, AND DRESSES	25	Registered

DAMAS DE VIZ-CAYA	USA	87218210 27-OCT-2016	5217713 06-JUN-2017	BRIDAL AND BRIDESMAIDS' GOWNS; FORMAL DRESSWEAR FOR WOMEN, NAMELY, QUINCEAÑERA DRESSES, WEDDING GOWNS, BRIDESMAIDS' GOWNS, PROM DRESSES AND INFORMAL GOWNS, AND DRESSES	25	Registered
THE OTHER WHITE DRESS	USA	90038143 06-JUL-2020	6261643 02-FEB-2021	BRIDAL AND BRIDESMAIDS' GOWNS; FORMAL DRESSWEAR FOR WOMEN, NAMELY, WEDDING GOWNS, BRIDESMAIDS' GOWNS, PROM DRESSES AND INFORMAL GOWNS, AND DRESSES	25	Registered
MORILEE MADE-LINE GARDNER AFFAIRS MORILEE MADELINE GARDNER AFFAIRS	USA	88826039 09-MAR-2020	6570082 23-NOV-2021	DRESSES	25	Registered
VIZCAYA	USA	77806761 18-AUG-2009	3770810 06-APR-2010	CLOTHING, NAMELY, DRESSES	25	Registered
BLU	USA	77806741 18-AUG-2009	3824025 27-JUL-2010	CLOTHING, NAMELY, DRESSES, WEDDING DRESSES	25	Registered
MORI LEE BY MADELINE GARDNER	USA	77808743 20-AUG-2009	3824031 27-JUL-2010	CLOTHING, NAMELY, DRESSES, WEDDING DRESSES, BRIDESMAID DRESSES	25	Registered
MADLINE GARDNER NEW YORK	USA	77808740 20-AUG-2009	3827188 03-AUG-2010	CLOTHING, NAMELY, DRESSES, WEDDING DRESSES, BRIDESMAID DRESSES	25	Registered
VOYÁGE	USA	77806789 18-AUG-2009	3888607 14-DEC-2010	CLOTHING, NAMELY, DRESSES, WEDDING DRESSES	25	Registered
JULIETTA	USA	77806777 18-AUG-2009	3942663 12-APR-2011	CLOTHING, NAMELY, DRESSES, WEDDING DRESSES	25	Registered

VALENCIA MORI LEE BY MADELINE GARDNER Valencia <small>Mark Lee by Madeline Gardner</small>	USA	86761319 18-SEP- 2015	5210101 23-MAY-2017	DRESSES	25	Registered
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RECORDED: 09/23/2022

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