

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Solstice Marketing Concepts LLC		12/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GEMCAP SOLUTIONS, LLC		
Street Address:	9901 I.H. 10 West, Suite 800		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2404845	SOLSTICE	
Registration Number:	3396949	SOLSTICE SUNGLASS BOUTIQUE	
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>			
Phone:	5303046922		
Email:	mberens@gemcapsolutions.com		
Correspondent Name:	Michael Berens		
Address Line 1:	9901 I.H. 10 West, Suite 800		
Address Line 2:	GEMCAP SOLUTIONS, LLC		
Address Line 4:	San Antonio, TEXAS 78230		
ATTORNEY DOCKET NUMBER:	36934		
NAME OF SUBMITTER:	Ramona Garcia		
SIGNATURE:	/Ramona Garcia/		
DATE SIGNED:	12/13/2022		
Total Attachments: 12			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 12, 2022 (this "Agreement"), made by SOLSTICE MARKETING CONCEPTS LLC, a Delaware limited liability company with a principal place of business at 1460 Broadway, New York, New York 10036 ("Grantor"), in favor of GEMCAP SOLUTIONS, LLC, a Delaware limited liability company with offices at 9901 I.H. 10 West, Suite 800, San Antonio, TX 78230 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan

Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

SOLSTICE MARKETING CONCEPTS LLC

By: FAIRWAY LLC, its sole member and manager

By: CORETTE LLC, as Manager of Fairway LLC

By: 
Name: Claudio Luca Dotta
Title: Managing Member

By: _____
Name: Nathan Rosenberg
Title: Managing Member

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC

By: _____
David Ellis, Co-President

[SIGNATURE PAGE – TRADEMARK SECURITY AGREEMENT]

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By: _____
Name: Claudio Luca Dotta
Title: Managing Member

By: 
Name: Nathan Rosenberg
Title: Managing Member

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GEMCAP SOLUTIONS, LLC

By:  _____

David Ellis, Co-President

[SIGNATURE PAGE – TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Loan Party	Trademark	Country	Application No.	Registration No.	Registration / Filing Date	Status	Owned / Licensed	Status of Assignment from Solstice Marketing Corporation as of May 23, 2019
Solstice Marketing Concepts LLC	SOLSTICE	United States	75/683,923	2,404,845	11/14/2000	Registered	Owned	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE SUNGLASS BOUTIQUE	United States	76/679,740	3,396,949	3/18/2008	Registered	Owned	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE	Argentina	3.250.929	2.665.102	8/1/2014	Registered	Owned	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE	Australia	857913	857913	9/28/2001	Registered	Owned	Recorded
Solstice Marketing Concepts LLC	SOLSTICE	Brazil	823.486.818	823.486.818	12/8/2009	Registered	Owned	Not filed
Solstice Marketing Concepts LLC	SOLSTICE	Canada	1331220	TMA755771	12/21/2009	Registered	Owned	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE	Chile	513,714	614,788	12/27/2001	Registered	Owned	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE	China	6315090	6315090	1/28/2012	Registered	Owned	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE	China	6315088	6315088	3/28/2010	Registered	Owned	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE	EU (EUTM &RCD)	001973908	001973908	7/29/2002	Registered	Owned	Recorded
Solstice Marketing Concepts LLC	SOLSTICE	Japan	2000/128377	4535533	1/1/2002	Registered	Owned	Filed/Pending

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Solstice Marketing Concepts LLC	SOLSTICE	Japan	2007-10877	518810	12/12/2008	Registered	Owned	Filed/Pending/ Renewal not filed
Solstice Marketing Concepts LLC	SOLSTICE	Lebanon	4942	117468	7/17/2008	Registered	Owned	Not filed
Solstice Marketing Concepts LLC	SOLSTICE	Mexico	1122377	1218180	5/23/2011	Registered	Owned	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE	Mexico	1122378	1221790	6/9/2011	Registered	Owned	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE	Malaysia	2000/17812	2000/17812	12/8/2000	Registered	Owned	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE	Singapore	T00/2028A	T00/2028A	11/22/2000	Registered	Owned	Recorded
Solstice Marketing Concepts LLC	SOLSTICE	Taiwan	096044614	1334267	10/16/2008	Registered	Owned	Filed/Pending

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EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 20__ made by SOLSTICE MARKETING CONCEPTS LLC, a Delaware limited liability company with a principal place of business at 1460 Broadway, New York, NY 10036 ("Assignor").

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and GemCap Solutions, LLC, a Delaware limited liability company ("Lender") are parties to that certain Loan and Security Agreement, dated as of December 12, 2022 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademark as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

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AND SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

SOLSTICE MARKETING CONCEPTS LLC

By: FAIRWAY LLC, its sole member and manager

By: CORETTE LLC, as Manager of Fairway LLC

By: _____
Name: Claudio Luca Dotta
Title: Managing Member

By: _____
Name: Nathan Rosenberg
Title: Managing Member

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Solstice Marketing Concepts LLC	SOLSTICE	Taiwan	096044614	1334267	10/16/2008	Registered	Owned	Filed/Pending

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RECORDED: 12/13/2022