

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777557

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Badgley Mischka, LLC		12/29/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Milberg Factors of California, Inc.		
<b>Street Address:</b>	99 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 68</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3262852	BADGLEY MISCHKA	
<b>Registration Number:</b>	3204658	BADGLEY MISCHKA	
<b>Registration Number:</b>	3277412	BADGLEY MISCHKA	
<b>Registration Number:</b>	3269007	BADGLEY MISCHKA	
<b>Registration Number:</b>	3788576	AMERICAN GLAMOUR	
<b>Registration Number:</b>	3794794	AMERICAN GLAMOUR	
<b>Registration Number:</b>	3794795	AMERICAN GLAMOUR	
<b>Registration Number:</b>	3615242	BADGLEY MISCHKA	
<b>Registration Number:</b>	4682575	BELLE BADGLEY MISCHKA	
<b>Registration Number:</b>	4689024	MARK + JAMES BADGLEY MISCHKA	
<b>Registration Number:</b>	5466177	JEWEL BADGLEY MISCHKA	
<b>Registration Number:</b>	5629378	STUDIO BADGLEY MISCHKA	
<b>Registration Number:</b>	5597508	MARK + JAMES BADGLEY MISCHKA	
<b>Registration Number:</b>	5555811	JEWEL BADGLEY MISCHKA	
<b>Serial Number:</b>	87068030	JEWEL BADGLEY MISCHKA	
<b>Registration Number:</b>	5234035	JEWEL BADGLEY MISCHKA	
<b>Registration Number:</b>	5670577	MARK + JAMES BADGLEY MISCHKA	
<b>Registration Number:</b>	5537417	JEWEL BADGLEY MISCHKA	
<b>Registration Number:</b>	5945567	BADGLEY MISCHKA SWIMWEAR	

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Property Type	Number	Word Mark
Registration Number:	5802451	MARK & JAMES BADGLEY MISCHKA
Registration Number:	5802459	BADGLEY MISCHKA
Registration Number:	6240338	BADGLEY MISCHKA
Serial Number:	88464658	BADGLEY MISCHKA
Registration Number:	6719684	BADGLEY MISCHKA BRIDE
Serial Number:	97277123	BADGLEY MISCHKA
Registration Number:	4978369	BELLE BADGLEY MISCHKA
Registration Number:	2939742	BADGLEY MISCHKA
Registration Number:	5124416	BADGLEY MISCHKA
Registration Number:	3259441	BADGLEY MISCHKA
Registration Number:	3847487	MARK + JAMES BADGLEY MISCHKA
Registration Number:	4209894	BADGLEY MISCHKA
Registration Number:	5922632	AMERICAN GLAMOUR BADGLEY MISCHKA
Registration Number:	6048761	
Registration Number:	6048762	BADGLEY MISCHKA
Registration Number:	5969023	BM BADGLEY MISCHKA
Serial Number:	88540534	JEWEL BADGLEY MISCHKA
Registration Number:	6152396	BADGLEY MISCHKA
Registration Number:	6152694	BADGLEY MISCHKA
Serial Number:	88819505	BADGLEY MISCHKA
Registration Number:	6349480	STUDIO BADGLEY MISCHKA
Registration Number:	6349481	STUDIO BADGLEY MISCHKA
Serial Number:	90440175	BADGLEY MISCHKA
Serial Number:	90440443	BADGLEY MISCHKA HOME
Serial Number:	97259699	AMERICAN DESIGNERS BADGLEY MISCHKA
Serial Number:	97463400	AMERICAN DESIGNERS BADGLEY MISCHKA
Registration Number:	6769749	BADGLEY MISCHKA
Registration Number:	6769748	BADGLEY MISCHKA HOME
Serial Number:	97551101	BADGLEY MISCHKA BRIDE
Serial Number:	97550995	BADGLEY MISCHKA BRIDE
Serial Number:	97620616	BADGLEY MISCHKA
Serial Number:	97699658	JEWEL BADGLEY MISCHKA
Registration Number:	5240772	AMERICAN GLAMOUR
Registration Number:	5419630	BADGLEY MISCHKA
Serial Number:	88161041	BM
Registration Number:	6330511	BM
Serial Number:	90156939	BADGLEY MISCHKA ACTIVE
Serial Number:	87921873	BADGLEY MISCHKA

Property Type	Number	Word Mark
Serial Number:	87921906	JEWEL BADGLEY MISCHKA
Serial Number:	87658438	BADGLEY MISCHKA NEW YORK
Serial Number:	87792801	
Serial Number:	87658434	BADGLEY MISCHKA STUDIO
Serial Number:	85546250	MARK + JAMES BADGLEY MISCHKA
Serial Number:	77761877	AMERICAN GLAMOUR
Serial Number:	77761871	AMERICAN GLAMOUR
Serial Number:	77116399	BADGLEY MISCHKA
Serial Number:	77069434	BADGLEY MISCHKA
Registration Number:	4682576	BELLE BADGLEY MISCHKA
Registration Number:	4685030	BADGLEY MISCHKA

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2125001515  
**Email:** sseuradge@sillscummis.com  
**Correspondent Name:** Stanley Seuradge  
**Address Line 1:** c/o Sills Cummis & Gross P.C.  
**Address Line 4:** New York, NEW YORK 10178

<b>NAME OF SUBMITTER:</b>	Stanley Seuradge
<b>SIGNATURE:</b>	/Stanley Seuradge/
<b>DATE SIGNED:</b>	12/30/2022

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of December 29, 2022, is made by **BADGLEY MISCHKA, LLC**, a California limited liability company (“Grantor”) in favor of **MILBERG FACTORS OF CALIFORNIA, INC.** (the “Lender”), located at 99 Park Avenue, New York, New York 10016.

WHEREAS, the Grantor has adopted, has used and is using, and holds all right, title and interest in and to, the Trademark Collateral (as defined herein), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office;

WHEREAS, Titan Footwear, LLC (the “Borrower”), a California limited liability company affiliated with Grantor, Grantor and other (and together with Grantor, collectively, the “Credit Parties”), have entered into a Credit Agreement with Lender, dated as of even date herewith (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lender, pursuant to which Lender has agreed to advance a loan to Borrower, Grantor has agreed to guaranty Borrower’s obligations to Borrower under the Credit Agreement, and grant to Lender a security interest in its property pursuant to a security agreement dated as of even date herewith (such agreements, together with the Credit Agreement, as the same may be further amended, restated, supplemented or otherwise modified from time to time, collectively, the “Loan Agreements”); and

WHEREAS, pursuant to the Loan Agreements, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, including but not limited to the Trademark Collateral 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, to secure the payment and performance of the obligations under the Loan Agreements, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Lender as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (collectively, the “Trademarks”), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

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

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

(d) 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.

2. Recordation. Grantor authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.


6. Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, CHOICE OF FORUM; SERVICE OF PROCESS; JURY TRIAL WAIVER SET FORTH IN SECTION 8.7 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Signature pages follow]*

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

**BADGLEY MISCHKA, LLC**

as Grantor

By:   
Name: JOE QUANINE  
Title: C.E.O.

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Owner</b>	<b>Trademark</b>	<b>Registration Number/Serial Number</b>	<b>Registration Date/Filing Date</b>
Badgley Mischka, LLC	BADGLEY MISCHKA	3,262,852	10-Jul-2007
Badgley Mischka, LLC	BADGLEY MISCHKA	3,204,658	30-Jan-2007
Badgley Mischka, LLC	BADGLEY MISCHKA	3,277,412	07-Aug-2007
Badgley Mischka, LLC	BADGLEY MISCHKA	3,269,007	24-Jul-2007
Badgley Mischka, LLC	AMERICAN GLAMOUR	3,788,576*	11-May-2010 D
Badgley Mischka, LLC	AMERICAN GLAMOUR	3,794,794*	25-May-2010 D
Badgley Mischka, LLC	AMERICAN GLAMOUR	3,794,795*	25-May-2010 D
Badgley Mischka, LLC	BADGLEY MISCHKA	3,615,242*	05-May-2009 D
Badgley Mischka, LLC	BELLE BADGLEY MISCHKA	4,682,575*	03-Feb-2015 D
Badgley Mischka, LLC	BELLE BADGLEY MISCHKA	4,682,576	03-Feb-2015
Badgley Mischka, LLC	BADGLEY MISCHKA	4,685,030	10-Feb-2015
Badgley Mischka, LLC	MARK + JAMES BADGLEY MISCHKA	4,689,024*	17-Feb-2015 D
Badgley Mischka, LLC	JEWEL BADGLEY MISCHKA	87/068,030*	10-Jun-2016 D
Badgley Mischka, LLC	JEWEL BADGLEY MISCHKA	5,466,177	08-May-2018
Badgley Mischka, LLC	STUDIO BADGLEY MISCHKA	5,629,378	11-Dec-2018
Badgley Mischka, LLC	MARK + JAMES BADGLEY MISCHKA	5,597,508	30-Oct-2018
Badgley Mischka, LLC	JEWEL BADGLEY MISCHKA	5,555,811	04-Sep-2018
Badgley Mischka, LLC	JEWEL BADGLEY MISCHKA	5,234,035	27-Jun-2017
Badgley Mischka, LLC	JEWEL BADGLEY MISCHKA	5,537,417	07-Aug-2018
Badgley Mischka, LLC	MARK + JAMES BADGLEY MISCHKA	5,670,577	05-Feb-2019
Badgley Mischka, LLC	BADGLEY MISCHKA SWIMWEAR	5,945,567	24-Dec-2019

Owner	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
Badgley Mischka, LLC	MARK & JAMES BADGLEY MISCHKA	5,802,451	09-Jul-2019
Badgley Mischka, LLC	BADGLEY MISCHKA	5,802,459	09-Jul-2019
Badgley Mischka, LLC	BADGLEY MISCHKA	6,240,338	05-Jan-2021
Badgley Mischka, LLC	BADGLEY MISCHKA	88/464,658*	07-Jun-2019 D
Badgley Mischka, LLC	BADGLEY MISCHKA BRIDE	6,719,684	03-May-2022
Badgley Mischka, LLC	BADGLEY MISCHKA	97/277,123	21-Feb-2022
Badgley Mischka, LLC	BELLE BADGLEY MISCHKA	4,978,369	14-Jun-2016
Badgley Mischka, LLC	BADGLEY MISCHKA	2,939,742	12-Apr-2005
Badgley Mischka, LLC	BADGLEY MISCHKA	5,124,416	27-Jan-2017
Badgley Mischka, LLC	BADGLEY MISCHKA	3,259,441	03-July-2007
Badgley Mischka, LLC	MARK + JAMES BADGLEY MISCHKA	3,847,487*	14-Sep-2010 D
Badgley Mischka, LLC	BADGLEY MISCHKA	4,209,894	18-Sep-2012
Badgley Mischka, LLC	AMERICAN GLAMOUR BADGLEY MISCHKA	5,922,632	26-Nov-2019
Badgley Mischka, LLC		6,048,761	05-May-2020
Badgley Mischka, LLC	BADGLEY MISCHKA	6,048,762	05-May-2020
Badgley Mischka, LLC	BM BADGLEY MISCHKA	5,969,023	21-Jan-2020
Badgley Mischka, LLC	JEWEL BADGLEY MISCHKA	88/540,534*	26-Jul-2019 D
Badgley Mischka, LLC	BADGLEY MISCHKA	6,152,396	15-Sep-2020
Badgley Mischka, LLC	BADGLEY MISCHKA	6,152,694	26-Sep-2020
Badgley Mischka, LLC	BADGLEY MISCHKA	88/819,505	03-Mar-2020
Badgley Mischka, LLC	STUDIO BADGLEY MISCHKA	6,349,480	11-May-2021
Badgley Mischka, LLC	STUDIO BADGLEY MISCHKA	6,349,481	11-May-2021
Badgley Mischka, LLC	BADGLEY MISCHKA	90/440,175	31-Dec-2020
Badgley Mischka, LLC	BADGLEY MISCHKA HOME	90/440,443	31-Dec-2020
Badgley Mischka, LLC	AMERICAN DESIGNERS BADGLEY MISCHKA	97/259,699	09-Feb-2022



Owner	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
Badgley Mischka, LLC	AMERICAN DESIGNERS BADGLEY MISCHKA	97/463,400	17-Jun-2022
Badgley Mischka, LLC	BADGLEY MISCHKA	6,769,749	21-June-2022
Badgley Mischka, LLC	BADGLEY MISCHKA HOME	6,769,748	21-Jun-2022
Badgley Mischka, LLC	BADGLEY MISCHKA BRIDE	97/551,101	16-Aug-2022
Badgley Mischka, LLC	BADGLEY MISCHKA BRIDE	97/550,995	16-Aug-2022
Badgley Mischka, LLC	BADGLEY MISCHKA	97/620,616	05-Oct-2022
Badgley Mischka, LLC	JEWEL BADGLEY MISCHKA	97/699,658	01-Dec-2022
Badgley Mischka, LLC	AMERICAN GLAMOUR	5,240,772	11-Jul-2017
Badgley Mischka, LLC	BADGLEY MISCHKA	5,419,630	06-Mar-2018
Badgley Mischka, LLC	BM	88/161,041*	18-Oct-2018 D
Badgley Mischka, LLC	BM	6,330,511	20-Apr-2021
Badgley Mischka, LLC	BADGLEY MISCHKA ACTIVE	90/156,939*	03-Sep-2020 D
Badgley Mischka, LLC	BADGLEY MISCHKA	87/921,873*	15-May-2018 D
Badgley Mischka, LLC	JEWEL BADGLEY MISCHKA	87/921,906*	15-May-2018 D
Badgley Mischka, LLC	BADGLEY MISCHKA NEW YORK	87/658,438*	24-Oct-2017 D
Badgley Mischka LLC	MARK + JAMES BADGLEY MISCHKA	87/792,801*	15-May-2018 D
Badgley Mischka, LLC	BADGLEY MISCHKA STUDIO	87/658,434*	24-Oct-2017 D
Badgley Mischka, LLC	MARK + JAMES BADGLEY MISCHKA	85/546,250*	17-Feb-2012 D
Badgley Mischka, LLC	AMERICAN GLAMOUR	77/761,877*	17-Jun-2009 D
Badgley Mischka, LLC	AMERICAN GLAMOUR	77/761,871*	17-Jun-2009 D
Badgley Mischka, LLC	BADGLEY MISCHKA	77/116,399*	26-Feb-2007 D
Badgley Mischka, LLC	BADGLEY MISCHKA	77/069,434*	21-Dec-2006 D