

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOS ANGELES COLLECTIVE, LLC		02/22/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HILLDUN CORPORATION		
Street Address:	36 East 31st Street		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87959530	L'AGENCE	
Registration Number:	6356377	L'AGENCE	
Registration Number:	5906723	L'AGENCE	
Registration Number:	6623031	L'AGENCE	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	15948.1		
NAME OF SUBMITTER:	Vanessa A. Ignacio, Esq.		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	03/13/2023		

CH \$115.00 87959530

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of February, 2023, by and between LOS ANGELES COLLECTIVE, LLC, a California limited liability company ("Client"), and HILLDUN CORPORATION, a New York factoring corporation ("Hilldun").

WITNESSETH:

WHEREAS, pursuant to that certain Discount Factoring Agreement, dated July 1, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Factoring Agreement") by and between Client and Hilldun, Client has agreed to sell certain assets to Hilldun and grant liens on certain assets in favor of Hilldun on the terms and subject to the conditions thereof; and

WHEREAS, pursuant to the Factoring Agreement, Client is required to execute and deliver to Hilldun, this Trademark Security Agreement.

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, Client hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Client hereby unconditionally grants, assigns, and pledges to Hilldun, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Client's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by Client against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Client to Hilldun, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Client.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Hilldun pursuant to the Factoring Agreement. Client hereby acknowledges and affirms that the rights and remedies of Hilldun with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Factoring Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the

extent there is any inconsistency between this Trademark Security Agreement and the Factoring Agreement, the Factoring Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Client shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Client shall give prompt notice in writing to Hilldun with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Client's obligations under this Section, Client hereby authorizes Hilldun unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Client. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Hilldun's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO ANY PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER SET FORTH IN THE FACTORING AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

CLIENT:

LOS ANGELES COLLECTIVE, LLC

By: 
Name: ~~Joseph Nerven~~
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (Hildan Los Angeles Collective, LLC)]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

CLIENT:

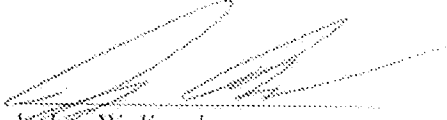
LOS ANGELES COLLECTIVE, LLC

By:
Name:
Title:

HILLDUN:

ACCEPTED AND ACKNOWLEDGED BY:

HILLDUN CORPORATION

By: 
Name: Joshua W. Kapelman
Title: Executive Vice President

[Signature Page to Trademark Security Agreement (Hilldun Los Angeles Collective LLC)]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Country	Mark	Application/ Registration No.	App/Reg Date
Los Angeles Collective, LLC	United States of America	L'AGENCE	6356377	18-May-2021
Los Angeles Collective, LLC	United States of America	L'AGENCE	5906723	12-Nov-2019
Los Angeles Collective, LLC	United States of America	L'AGENCE	6623031	18-Jan-2022
Los Angeles Collective, LLC	United States of America	L'AGENCE	87959530	12-June-2018

Trademark Licenses

- i. Trademark Coexistence Agreement dated July 1, 2019 by and between Los Angeles Collective, LLC DBA L'Agence and Umro Realty Corp; as amended by that First Amendment to the Trademark Coexistence Agreement dated October 20, 2020
- ii. License Agreement dated March 9, 2021 by and between Titan Footwear LLC and Los Angeles Collective, LLC; as amended by that Amendment to License Agreement dated October 3, 2022. Under the terms of this license, Los Angeles Collective, LLC has granted Titan Footwear LLC an exclusive license to use the mark L'Agence® in connection with the design, manufacture, marketing, distribution and sale of women's footwear within the territory defined therein. Issuer and Titan Footwear LLC are in the process of negotiating a second amendment to this License Agreement
- iii. Legends Product Collaboration Agreement by and between Los Angeles Collective, LLC and Katherine Hammett
- iv. Legends Product Collaboration Agreement by and between Los Angeles Collective, LLC and Adriano Goldsmied
- v. Issuer enters into agreements with social media influencers and bloggers from time to time which provide cross-licensing from and to Issuer
- vi. Agency Agreement dated January 4, 2022 by and between M&L Harris Agencies Ltd and Los Angeles Collective, LLC dba L'Agence
- vii. Sales Representation Agreement dated March 9, 2016 by and between Sharyn Gold, doing business as s.a.m and Los Angeles Collective dba L'Agence

- viii. Distribution Agreement dated September 30, 2020 by and between Throat Threads Apparel Inc and Los Angeles Collective, LLC dba L'Agence; as amended by that Amendment to the Distribution Agreement dated March 2, 2021
- ix. Global E Merchant Services Agreement dated July 19, 2022 by and between Global-e US Inc. and Los Angeles Collective, LLC OBA L'Agence
- x. PR Services Agreement dated effective September 1, 2021 by and between Purple Public Relations Limited and Los Angeles Collective, LLC
- xi. Letter Agreement dated October 26, 2016 by and between Purple USA Inc and Los Angeles Collective dba L'Agence
- xii. Power Digital Marketing Campaign Agreement dated June 10, 2022 by and between Power Digital Marketing, Inc. and Los Angeles Collective, LLC; as amended by that Campaign Agreement Addendum dated June 30, 2022
- xiii. Shopify Plus Agreement dated September 25, 2019 by and between Shopify Inc. and Los Angeles Collective, LLC; as amended by that Shopify Plus AvaTax Addendum dated October 3, 2019
- xiv. Discount Factoring Agreement dated July 1, 2020 by and between Hildun Corporation and Los Angeles Collective, LLC; as amended by that First Amendment to Discount Factoring Agreement dated June 25, 2021; as further amended by that Second Amendment to Discount Factoring Agreement dated as of the date hereof
- xv. Los Angeles Collective, LLC's print vendors execute Designer Ownership Certifications