

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bauble Bar, Inc.		12/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97002475	B	
Registration Number:	6666768	BAUBLEBAR	
Registration Number:	4084916	BAUBLEBAR	
Serial Number:	97002485	EMBELLISH EVERY DAY	
Registration Number:	5492998	FRONT ROW	
Serial Number:	90623938	MINIBAR BY BAUBLEBAR	
Registration Number:	5193118	SUGARFIX BY BAUBLEBAR	
Registration Number:	6740413	SUGARFIX BY BAUBLEBAR	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	jade.tanks@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Gabriela Zapata		

OP \$215.00 97002475

SIGNATURE:	/Gabriela Zapata/
DATE SIGNED:	03/29/2023
Total Attachments: 16 source=IP trademark#page1.tif source=IP trademark#page2.tif source=IP trademark#page3.tif source=IP trademark#page4.tif source=IP trademark#page5.tif source=IP trademark#page6.tif source=IP trademark#page7.tif source=IP trademark#page8.tif source=IP trademark#page9.tif source=IP trademark#page10.tif source=IP trademark#page11.tif source=IP trademark#page12.tif source=IP trademark#page13.tif source=IP trademark#page14.tif source=IP trademark#page15.tif source=IP trademark#page16.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bauble Bar, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 12/30/22

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 125 High Street, 11th Floor

City: Boston

State: Massachusetts

Country: USA Zip: 02110

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached schedule

see attached schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: _____

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

12/30/22

Date

Gabriela Zapata

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

16

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 30, 2022, is made by BAUBLE BAR, INC., a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Credit Parties (as defined in the Credit Agreement defined below) pursuant to the Credit Agreement, as pledgee, assignee and Credit Party (in such capacities and together with any successors in such capacities, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as the Lead Borrower, the affiliates of the Grantor from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders have agreed to extend credit and make certain other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Security Agreement, dated as of the date hereof (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant to Agent (for the benefit of the Credit Parties) a security interest in all or substantially all of its assets to secure the Secured Obligations pursuant to the terms thereof; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Credit Parties to enter into the Credit Agreement and to extend credit and provide other financial accommodations to the Borrowers pursuant thereto, Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or Credit Agreement, as applicable.

2. Grant of Security Interest in Intellectual Property. As collateral security for the payment and performance in full of all the Secured Obligations, Grantor hereby pledges and grants to the Agent for its benefit and for the benefit of the other Credit Parties, a lien on and security interest in and to all of the right, title and interest of Grantor in, to and under the following property of Grantor, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Intellectual Property Collateral"):

(a) all of its Trademarks and all related Licenses, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all Goodwill of the business connected with the use of, and symbolized by, each such Trademark and each such License; and

(d) all products and proceeds of the foregoing, and all income, royalties and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including,

without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained in clauses (a) through (d) above, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Intellectual Property Collateral" shall not include, any Excluded Property.

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantor to Agent or the other Credit Parties, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Grantor or any other Loan Party.

4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement.

(a) If Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademark applications or registrations or renewal or extension of any trademark registration.

(b) Without limiting Grantor's obligations under this section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Intellectual Property Collateral of which notice is provided to the Agent for such purpose in accordance with the terms of the Security Agreement. 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 Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. 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. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. 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.

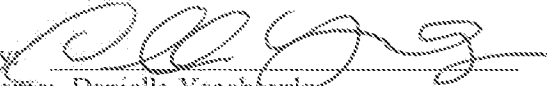
7. GOVERNING LAW; CONSENT TO JURISDICTION; SERVICE OF PROCESS; WAIVER OF JURY TRIAL. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, CONSENT TO JURISDICTION, SERVICE OF PROCESS, AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 9.8 AND 9.9 OF THE SECURITY AGREEMENT, 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 executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BAUBLE BAR, INC.

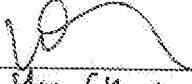
By 
Name: Daniella Jacobowitz
Title: President

[Signature Page to Trademark Security Agreement (Bauble Bar)]

TRADEMARK
REEL: 008023 FRAME: 0271

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Wai Yin Cheung
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Bauble Bar)]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**


Trademark Registrations/Applications

Country	Title	Image	Status	Application n No.	Application Date	Registration No.	Registratio n Date	Internatio nal Classes	Goods/ Services	Owner	Portion Ref.
Australia	BAUBLEBA R (WIPO)		Monitoring /Registered	1620082	Mar-25- 2014	1620082	Mar-25- 2014	14, 35	Class 14 Jewelry Class 35 On-line retail store services featuring jewelry.	Bauble Bar, Inc. (DE Corp.)	105006 00003
Canada	BAUBLEBA R		Monitoring /Registered	1673025	Apr-16- 2014	TMA907251	Jun-25-2015		(1) Computerized on- line retail store services in the field of jewelry. SERVICES: (1) Computerized on- line retail store services in the field of jewelry.	Bauble Bar, Inc. (DE Corp.)	10500620- 000031
China	BAUBLEBA R (WIPO)		Monitoring /Registered		Mar-25- 2014	1200484	Mar-25- 2014	14	Class 14 Jewelry	Bauble Bar, Inc. (DE Corp.)	10500620- 000032
European Union Intellectua l Property Office	BAUBLEBA R (WIPO)		Monitoring /Registered		Mar-25- 2014	1200484	Mar-25- 2014	14, 35	Class 14 Jewelry Class 35 On-line retail store services featuring jewelry.	Bauble Bar, Inc. (DE Corp.)	10500620- 000034
Hong Kong	BAUBLEBA R		Monitoring /Registered	302941425	Mar-27- 2014	302941425	Sep-10-2014	14, 35	Class 14 Jewelry.	Bauble Bar, Inc. (DE Corp.)	10500620- 000035

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Country	Title	Image	Status	Application No. No.	Application Date	Registration No.	Registration Date	International Classes	Goods/ Services	Owner	Denton Ref.
India	BAUBLEBAR (WIPO)		Monitoring /Registered	IRDI-2736112	Mar-25-2014	1200484	Mar-25-2014	14, 35	Class 35 Computerized on-line retail store services in the field of jewelry.	Bauble Bar, Inc. (DE Corp.)	10500600003
Japan	BAUBLEBAR (WIPO)		Monitoring /Registered		Mar-25-2014	1200484	Mar-25-2014	14, 35	Class 14 Jewelry Class 35 On-line retail store services featuring jewelry.	Bauble Bar, Inc. (DE Corp.)	1050062000037
Madrid Protocol (TM)	BAUBLEBAR		Monitoring /Registered		Mar-25-2014	1200484	Mar-25-2014	14, 35	Class 14 Jewelry Class 35 On-line retail store services featuring jewelry.	Bauble Bar, Inc. (DE Corp.)	1050062000044
Republic of Korea	BAUBLEBAR (WIPO)		Monitoring /Registered		Mar-25-2014	1200484	Mar-25-2014	14, 35	Class 14 Jewelry Class 35 On-line retail store services featuring jewelry.	Bauble Bar, Inc. (DE Corp.)	1050062000038

Country	Title	Image	Status	Application No.	Application Date	Registration No.	Registration Date	International Classes	Goods/Services	Owner	Denton Ref.
Singapore	BAUBLEBAR (WIPO)		Monitoring/Registered	T1406811A	Mar-25-2014	T1406811A	Mar-25-2014	14, 35	Class 14 Jewelry Class 35 On-line retail store services featuring jewelry.	Bauble Bar, Inc. (DE Corp.)	10500600003
United Arab Emirates	BAUBLEBAR		Monitoring/Registered	213362	Jun-22-2014	213362	Oct-23-2014	14	Class 14 Jewelry	Bauble Bar, Inc. (DE Corp.)	10500600002
United Arab Emirates	BAUBLEBAR		Monitoring/Registered	213363	Jun-22-2014	213363	Oct-23-2014	35	Class 35 Computerized on-line retail store services in the field of jewelry.	Bauble Bar, Inc. (DE Corp.)	10500600002
United Kingdom	BAUBLEBAR		Registered		Mar-25-2014	UK00801200484	Mar-06-2015	14, 35	Class 14 Jewelry Class 35 On-line retail store services featuring jewelry.	Bauble Bar, Inc. (DE Corp.)	10500620-000034-GBC
United States of America	B (STYLIZED)		Application allowed	97/002475	Aug-30-2021			09, 14, 26, 35	Class 09 Sunglasses; cases for eyeglasses and sunglasses; chains for eyeglasses and sunglasses; frames for eyeglasses and sunglasses; protective covers and cases for tablet computers; protective covers and cases for cell phones, laptops, portable media players and headphones; mouse pads. Class 14	Bauble Bar, Inc. (DE Corp.)	10500620-000064

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Country	Title	Image	Status	Application n No.	Application Date	Registration No.	Registration n Date	Internatio nal Classes	Goods/ Services	Owner	Denton Ref.
									<p>Jewelry; watches; watch bands and straps; key chains as jewelry; presentation boxes for jewelry; jewelry cases; jewelry rolls; jewelry rolls for travel; jewelry rolls for storage; charms for jewelry; necklaces and bracelets.</p> <p>Class 26 Hair clips; barrettes; hair pins and grips; hair ties; hair scrunchies; hair bows; hair buckles; clam clips for hair; hair clamps; ponytail holders and hair ribbons; decorative charms for eyewear; cellular phone accessory charms.</p> <p>Class 35 Online retail store services featuring jewelry, hair accessories, sunglasses, key chains, jewelry boxes, watches, tablet covers, cell phone covers, cases for headphones, mousepads, notebooks and charms for eyewear; cellular phones; jewelry, face masks, blankets and throws.</p>		

Country	Title	Image	Status	Application No.	Application Date	Registration No.	Registration Date	International Classes	Goods/Services	Owner	Denton Ref.
United States of America	BAUBLEBAR		Registered	90/817266	Jul-08-2021	6666768	Mar-08-2022	09, 25, 26	Class 09 Sunglasses; cases for sunglasses; chains for eyeglasses and sunglasses; frames for sunglasses; protective covers and cases for cell phones. Class 25 Headbands; knit face masks being headwear. Class 26 Hair clips; hair pins and grips; hair ties; hair scrunchies; hair bows; clam clips for hair; hair clamps; ponytail holders and hair ribbons.	Bauble Bar, Inc. (DE Corp.)	10500600005
United States of America	BAUBLEBAR		Registered	85/173913	Nov-10-2010	4084916	Jan-10-2012	14, 35	Class 14 Jewelry Class 35 On-line retail store services featuring jewelry.	Bauble Bar, Inc. (DE Corp.)	1050062000040
United States of America	EMBELLISH EVERY DAY		Application allowed	97/002485	Aug-30-2021			09, 14, 26, 35	Class 09 Sunglasses; cases for eyeglasses and sunglasses; chains for eyeglasses and sunglasses; frames for eyeglasses and sunglasses; protective covers and cases for tablet computers; protective covers and	Bauble Bar, Inc. (DE Corp.)	1050062000065

Country	Title	Image	Status	Application No. No.	Application Date	Registration No.	Registration Date	International Classes	Goods/Services	Owner	Denton Ref.
									cases for cell phones, laptops, portable media players and headphones; mouse pads.		
									Class 14 Jewelry; watches; watch bands and straps; key chains as jewelry; presentation boxes for jewelry; jewelry cases; jewelry rolls; jewelry rolls for travel; jewelry rolls for storage; charms for jewelry; necklaces and bracelets.		
									Class 26 Hair clips; barrettes; hair pins and grips; hair ties; hair scrunchies; hair bows; hair buckles; clam clips for hair; hair clamps; ponytail holders and hair ribbons; decorative charms for eyewear; cellular phone accessory charms.		
									Class 35 Online retail store services featuring jewelry, hair accessories, sunglasses, key chains, jewelry boxes, watches, tablet covers, cell phone covers, cases for headphones, mousepads.		

Country	Title	Image	Status	Application No.	Application Date	Registration No.	Registration Date	International Classes	Goods/Services	Owner	Denton Ref.
United States of America	FRONT ROW		Registered	87/229885	Nov-08-2016	5492998	Jun-12-2018	14	notebooks and charms for eyewear, cellular phones, jewelry, and face masks.	Bauble Bar, Inc. (DE Corp.)	10500600002
United States of America	MINIBAR BY BAUBLEBAR R		Application allowed	90/623938	Apr-05-2021			09, 14, 18, 25, 26, 35	Class 09 Sunglasses; cases for eyeglasses and sunglasses; chains for eyeglasses and sunglasses; frames for eyeglasses and sunglasses; protective covers and cases for tablet computers; protective covers and cases for cell phones, laptops and portable media players. Class 14 Jewelry; watches; key chains as jewelry; presentation boxes for jewelry; jewelry cases; jewelry rolls; jewelry rolls for travel; jewelry rolls for storage; charms for jewelry; necklaces and bracelets; leather key chains; imitation leather key chains. Class 18 Bags, namely, travelling bags, weekend bags,	Bauble Bar, Inc. (DE Corp.)	10500600003

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Country	Title	Image	Status	Application n. No.	Application Date	Registration No.	Registration Date	Internatio nal Classes	Goods/ Services	Owner	Denton Ref.
									<p>leather bags, purses, clutches, handbags, overnight bags, gym bags, athletic bags, sports bags, suit bags, book bags, beach bags, wristlet bags, evening bags, backpacks; umbrellas; luggage tags; luggage; wallets; card wallets; key wallets; coin purses; leather or leather-board boxes; pouches of leather; pouches for holding keys; pouches of textile; pouches made from imitation leather; pouches made out of cloth; waist pouches; felt pouches; charm bags.</p> <p>Class 25 Headbands; knit face masks being headwear; headwear.</p> <p>Class 26 Hair clips; hair pins and grips; hair ties; hair scrunchies; hair bows; hair buckles; clam clips for hair; hair clamps; ponytail holders and hair ribbons; charms for attachment to face masks; purse charms; decorative backpack</p>		

Country	Title	Image	Status	Application n. No.	Application Date	Registration No.	Registration n. Date	International Classes	Goods/ Services	Owner	Denton Ref.
United States of America	SUGARFIX BY BAUBLEBAR		Registered	87/975174	May-06-2016	5193118	Apr-25-2017	14	Class 35 Online retail store services featuring jewelry, bags, clothing and hair accessories, sunglasses, key chains, jewelry boxes, watches, wallets, luggage, tablet covers, cell phone covers, and charms for eyewear; cellular phones, jewelry, bags, face masks and shoes.	Bauble Bar, Inc. (DE Corp.)	10500620-000047
United States of America	SUGARFIX BY BAUBLEBAR		Registered	90/211682	Sep-25-2020	6740413	May-24-2022	25, 26	Class 25 Headbands; knit face masks being headwear. Class 26 Hair clips; hair pins and grips; hair ties; hair scrunchies; hair bows;	Bauble Bar, Inc. (DE Corp.)	10500620-000054

Country	Title	Image	Status	Application n. No.	Application Date	Registration No.	Registration Date	International Classes	Goods/ Services	Owner	Denton Ref.
									hair buckles; clam clips for hair; hair clamps; ponytail holders and hair ribbons; purse charms; decorative backpack charms; charms for shoes; clothing accessories, namely, charms for attachment to zipper pulls and buttons.		

TRADEMARK

REEL: 008023 FRAME: 0282

Trademark Licenses

Name of Agreement including Date and Parties	Description of Licensed Intellectual Property
None.	