

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eileen Fisher, Inc.		06/01/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	EF FUND, LLC		
Street Address:	44 Mattheissen Park North		
City:	Irvington		
State/Country:	NEW YORK		
Postal Code:	10533		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6592856	CIRCULAR BY DESIGN	
Registration Number:	6351077	EILEEN FISHER RENEW	
Registration Number:	6836082	EILEEN FISHER DESIGNWORK	
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:	215-665-5562		
Email:	mmcnulty@cozen.com		
Correspondent Name:	Madison McNulty		
Address Line 1:	1650 Market Street, Suite 2800		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Madison McNulty		
SIGNATURE:	/Madison McNulty/		
DATE SIGNED:	06/15/2023		
Total Attachments: 5			
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SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

(FIRST LIEN)

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (FIRST LIEN) (this “*Supplement*”), made as of June 1, 2023, by and between EILEEN FISHER, INC., a New York corporation (together with its successors and assigns, the “*Grantor*”), and EF FUND, LLC, as the Lender (in such capacity, together with its successors and assigns in such capacity, “*Lender*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement dated as of December 14, 2020 by and among EILEEN FISHER, INC., a New York corporation (the “*Borrower*”) and Lender (as amended by Amendment No. 1 to Loan and Security Agreement, dated as of April 14, 2023, and as may be further amended, restated, supplemented, or otherwise modified from time to time, the “*Loan Agreement*”), the Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Loan Agreement, Grantor has granted to Lender a first priority security interest in the Trademark Collateral as described in the Trademark Security Agreement (First Lien), dated as of December 14, 2020, by and among Grantor and Lender (as supplemented hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the “*Trademark Security Agreement*”), including, without limitation, all of Grantor’s then existing or thereafter acquired trademarks, trade names, trade styles, terms, service marks, designs and applications therefor;

WHEREAS, in addition to being the owner of the entire right, title and interest in and to the Trademark Collateral, Grantor has also adopted, used and is using, and is also the owner of the entire right, title, and interest in and to the Trademarks, Trademark applications, and Trademark Licenses described in Schedule A hereto and made a part hereof (collectively, the “*Additional Trademarks*”);

WHEREAS, pursuant to the terms of the Trademark Security Agreement, Grantor has granted a first priority security interest in the Additional Trademarks to Lender, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor 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 Loan Agreement (or the Trademark Security Agreement, as applicable) and this Supplement shall be subject to the rules of interpretation set forth in Section 1.4 of the Loan Agreement, which rules of interpretation are incorporated herein by this reference, *mutatis mutandis*.

2. Supplement to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, (i) Schedule A to the Trademark Security Agreement is hereby amended and supplemented to include, in addition and not by way of limitation, the Additional Trademarks, (ii) all references to the term “Trademarks” in the Trademark Security Agreement or the Loan Agreement are hereby amended to include, in addition and not in limitation, the Additional Trademarks, and (iii) all

reference to the term “Trademark Collateral” in the Trademark Security Agreement and the Loan Agreement are hereby amended to include, in addition and not in limitation, the Additional Trademark Collateral (as defined in Schedule A to this Supplement). The security interests granted pursuant to this Supplement and the Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Additional Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 Supplement and the Loan Agreement, the Loan Agreement shall control.

(b) Grantor hereby confirms, reaffirms and restates the prior grant, assignment and pledge to Lender (pursuant to the Trademark Security Agreement) of, and hereby grants to Lender, to secure the Obligations, a continuing security interest in Grantor’s right, title and interest in and to the Trademark Collateral, including without limitation, the Additional Trademark Collateral. The “***Additional Trademark Collateral***” has the meaning set forth on Schedule A hereto.

3. Effect of this Supplement. Except as expressly amended and supplemented pursuant hereto, no other changes or modifications to the Trademark Security Agreement or Loan Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement and the Loan Agreement are hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Supplement conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Supplement shall control. This Supplement and the Trademark Security Agreement shall be read and construed as one agreement. This Supplement shall constitute a Loan Document.

4. Execution in Counterparts. This Supplement 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 a signature page to this Supplement by facsimile or in electronic format (*i.e.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Supplement.

5. Successor and Assigns. This Supplement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Supplement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Supplement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


7. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Supplement upon request by the Lender.

[SIGNATURE PAGE FOLLOWS]

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


GRANTOR:

EILEEN FISHER, INC.

By: 
Name: DAVID BIESE
Title: CFO

ACCEPTED AND ACKNOWLEDGED
BY LENDER:

EF FUND, LLC

X 
By _____
Name: Eileen Fisher
Title: Member

[Signature Page to Supplement to Trademark Security Agreement (Eileen Fisher)]

SCHEDULE A
to
SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

ADDITIONAL TRADEMARKS

COUNTRY	REFERENCE #	FILED	APP #	REG DT	REG #	STATUS	CLASSES
CIRCULAR BY DESIGN							
UNITED STATES		1/28/2019	88/983,118	12/21/2021	6,592,856	REGISTERED	35
EILEEN FISHER RENEW							
UNITED STATES		1/28/2019	88/278,643	5/18/21	6,351,077	REGISTERED	18, 25, 35, 41
EILEEN FISHER DESIGNWORK							
UNITED STATES		1/28/2019	88/278,647	9/6/2022	6,836,082	REGISTERED	20, 24, 25, 35, 41

The “Additional Trademark Collateral” means

(a) all of the Additional Trademarks referred to on this Schedule A to this Supplement and all renewals and extensions thereof and amendments thereto;

(b) all goodwill associated therewith and with Grantor’s business symbolized by the foregoing or connected therewith;

(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;

(d) any and all intent-to-use (*i.e.*, “ITU”) applications referred to on this Schedule A if and when such ITU applications are granted registration based upon actual use in commerce; and

(e) 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, misappropriation, violation, dilution, 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.