TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313328

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE TORONTO-DOMINION BANK		08/04/2014	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	R. D. INTERNATIONAL STYLE COLLECTIONS LTD.
Street Address:	5275 Ferrier Street, Suite 200
City:	Montreal
State/Country:	UNITED STATES
Postal Code:	H4P1L7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3705085	LE TEMPS DES CERISES

CORRESPONDENCE DATA

Fax Number: 2129407013

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: 212-940-8673
Email: jan.tamulewicz@kattenlaw.com
Correspondent Name: Jan Tamulewicz
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

CH $40.00 3705085

ATTORNEY DOCKET NUMBER:	331068/00046

DOMESTIC REPRESENTATIVE

Name: Katten Muchin Rosenman LLP
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Jan Tamulewicz
SIGNATURE:	/Jan Tamulewicz/
DATE SIGNED:	08/07/2014

Total Attachments: 10

source=letempsdecerisesrelease#page1.tif
source=letempsdecerisesrelease#page2.tif
source=letempsdecerisesrelease#page3.tif
source=letempsdecerisesrelease#page4.tif
source=letempsdecerisesrelease#page5.tif
source=letempsdecerisesrelease#page6.tif
source=letempsdecerisesrelease#page7.tif
source=letempsdecerisesrelease#page8.tif
source=letempsdecerisesrelease#page9.tif
source=letempsdecerisesrelease#page10.tif

REDUCTION OF SECURITY INTEREST

1. This Reduction of Security Interest, dated August 4, 2014, is made by The Toronto-Dominion Bank, as Collateral Agent ("Grantee"), in favour of R.D. International Style Collections Ltd., (R.D. International) and R.D. International Style Collections U.S. Ltd. (R.D. International U.S.), the Grantors ;

2. WHEREAS pursuant to the Movable Hypothec Agreement dated October 16, 2009 between Grantee and R.D. International (the 2009 Security Agreement) recorded with the United States Patent and Trademark Office (USPTO) at Reel No. 004098 and Frame No. 0569, R.D. International granted to Grantee, among other security, a security interest in certain trademark registrations and applications and the goodwill associated therewith, including without limitation the trademark registrations, applications and goodwill listed on Exhibit A hereto (the "Marks");

3. WHEREAS pursuant to the said Movable Hypothec Agreement dated October 16, 2009 between Grantee and R.D. International U.S. published in the Province of Quebec on November 16, 2009 under number 09-0712315-0001, R.D. International U.S. granted to Grantee, among other security, a security interest in certain trademark registrations and applications and the goodwill associated therewith, including without limitation the trademark registrations, applications and goodwill listed on Exhibit B hereto (the "Marks");

4. WHEREAS pursuant to the Movable Hypothec Agreement dated October 16, 2009 between Grantee and R.D. International published in the Province of Quebec on October 28,2009 under number 09-067612-0001, R.D. International granted to Grantee, among other security, a security interest in certain trademark registrations and applications and the goodwill associated therewith, including without limitation the trademark registrations, applications and goodwill listed on Exhibit B hereto (the "Marks");

5. WHEREAS pursuant to the said Movable Hypothec Agreement dated April 20, 2011 between Grantee and R.D. International U.S. published in the Province of Quebec on April 29, 2011 under number 11-0301357-0002, R.D. International U.S. granted to Grantee, among other security, a security interest in certain trademark registrations and applications and the goodwill associated therewith, including without limitation the trademark registrations, applications and goodwill listed on Exhibit B hereto (the "Marks");

6. WHEREAS Grantee hereby confirms that all security interests in the Mark LE TEMPS DES CERISES under trade-mark registration no. 3705085 in the U.S. and under number 646,653 in Canada, are hereby being discharged, terminated and released in all respects;

7. NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, Grantee hereby (1) releases, discharges and relinquishes its security interest and lien in the trade-mark LE TEMPS DES CERISES, and (2) reassigns to R.D. International and R.D. International U.S. all right, title and interest of Grantee in and to such the Mark, including all goodwill associated with the Mark. Grantee specifically acknowledges that the Security Agreement is no longer effective as to the Mark LE TEMPS DES CERISES, and that Grantee does not own any rights to or have any ownership, security interest or claim in the Mark LE TEMPS DES CERISES.

8. Grantee acknowledges and confirms that the terms and conditions of this Reduction of Security Interest shall be effective evidence of the release of the security interests in the Mark.

IN WITNESS WHEREOF, the undersigned has caused this Reduction of Security Interest to be duly executed and delivered as of the date first written above.

The Toronto-Dominion Bank
as Grantee

By: _____
Name: Salvatore Parrino
Title: Commercial Credit Manager

EXHIBIT - A

11-19-2009

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103581132

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):

R.D. INTERNATIONAL STYLE COLLECTIONS LTD. / LES COLLECTIONS DE STYLE R.D. INTERNATIONALES LTÉE

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Quebec, Canada
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: THE TORONTO-DOMINION BANK
Internal Address:
Street Address: 8801 TRANS CANADA HIGHWAY, SUITE 600
City: SAINT-LAURENT
State: QUEBEC
Country: CANADA Zip: H4S 1Z6

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other BANK Citizenship CANADA

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)

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

Execution Date(s) October 16, 2009

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3328003 3114002 3705085 2902815

Additional sheet(s) attached? ☐ Yes ☒ No

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

RETROD STYLE RESEARCH & DESIGN (SERIAL NUMBER 77,742,389)
RETROD BY RAZZLE DAZZLE (SERIAL NUMBER 77,593,118)

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

Name: KAUFMAN LARAMEE S.E.N.C.R.L.
Internal Address: Me Genesa Clarke
Street Address: 800 René Lévesque Ouest Blvd
Suite 2220
City: Montreal
State: Quebec Zip: H3B 1X9
Phone Number: 514 875-7550
Fax Number: 514 875-7147
Email Address: gclarke@kaufmanlaramee.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $165.00

See PTO 2038 attached.

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number DBYRNE 00000029 3328003
Authorized User Name
01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

9. Signature:

Signature

November 10, 2009
Date

GENESA CLARKE
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT - B

Registre
des droits personnels
et réels mobiliers
Québec

Date, heure, minute de certification : **2014-06-05 15:00**
Critère de recherche Nom d'organisme : Les collections de style R. D. Internationales

Critère de sélection Nom d'organisme : RD INTERNATIONAL STY... Code Postal :
Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
09-0712315-0001	2009-11-16 14:36	2010-11-16

SÛRETÉ PUBLIÉE À L'ÉTRANGER

PARTIES

Titulaire

La Banque Toronto-Dominion
8801, Trans Canada Highway, bureau 600, Saint-Laurent, Québec H4S 1Z6

Titulaire

The Toronto-Dominion Bank
8801 Trans Canada Highway, suite 600, Saint-Laurent, Québec H4S 1Z6

Titulaire

La Banque Toronto-Dominion / The Toronto-Dominion Bank
8801, Trans Canada Highway, bureau 600, Saint-Laurent, Québec H4S 1Z6

Constituant

R.D. International Style Collections U.S. Ltd.
9 E. Loockerman St., Ste. 205, Dover, Delaware, United States, 19901

BIENS

All of the Grantor/Constituant's right, title and interest in and to the collateral described hereunder, whether now owned or hereafter acquired (the "Collateral"):

1.Equipment, which includes, without limitation, all equipment in all of its forms, located, now or hereafter existing, (including, but not limited to, all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor and all accessories related thereto (all of the foregoing collectively referred to as the "Equipment")).

2.Inventory, which includes, without limitation, all inventory in all of its forms, wherever located, now or hereafter existing (including, but not limited to, (i) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (ii) goods in which the Grantor/Constituant has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Grantor/Constituant has an interest or right as consignee),

and (iii) goods which are returned to or repossessed by the Grantor/Constituant), and all accessions thereto and products thereof and documents therefor (all of the foregoing collectively referred to as the "Inventory").

3.Receivables and Related Contracts, which include, without limitation, all accounts, contracts, contract rights, chattel paper, documents,

instruments, general intangibles (including tax refunds) and other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, guaranties, leases, and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations (all of the foregoing collectively referred to as the "Receivables", and any and all such security agreements, guaranties, leases and other contracts collectively referred to as the "Related Contracts").

4.All Intellectual Property Collateral, which includes, without limitation, all Intellectual Property Collateral referred to below:

(i)all computer and other electronic data processing hardware, together with all associated integrated computer systems and related equipment:

(ii)all software programs now owned, licensed to or leased by the Grantor/Constituant, or hereafter acquired by the Grantor/Constituant;

(iii) all related firmware and documentation, together with all rights in relation to the property described in clauses (i) and (ii) (such collateral and the Collateral described in clauses (i) and (ii), the "Computer Hardware and Software Collateral");

(iv) all copyrights, whether registered or unregistered, including all copyrights registered in the United States Copyright Office or elsewhere, all applications for registration thereof, all copyright licenses, and all extensions and renewals of any thereof (the "Copyright Collateral");

(v) all letters patent held by the Grantor/Constituant, all patent applications, and any extensions or renewals thereof, and all patent licenses (the "Patent Collateral"); and

(vi) all trademarks including those registered in the United States Patent and Trademark Office or elsewhere, all trademark licenses, any other trade names, corporate names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and all applications, renewals and extensions thereof (the "Trademark Collateral").

5.Proceeds, which include, without limitation, all products, offspring, rents, issues, profits, returns, income and proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in Sections (1), (2), (3), and (4) (if applicable)) and, to the extent not otherwise included, all payments under insurance (whether or not the Lender/Titulaire is the loss payee thereof), or any indemnity, warranty

or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2009-10-16
Lieu : Montréal

Autres mentions :

The Security Agreement between The Toronto-Dominion Bank (Titulaire) and R.D. International Style Collections U.S. Ltd. (Constituant) has

TRADEMARK
REEL: 005339 FRAME: 0270

been registered in the following states:

(i) in the State of New York under the jurisdiction of the New York State Department of State, Uniform Commercial Code Division, on November 9 2009, under filing number: 200911090644017 ; and

(ii) in the State of Delaware under the jurisdiction of the Delaware Department of State U.C.C. (Uniform Commercial Code) filing section, on November 9 2009, under filing number: 2009 3590574.

AVIS D'ADRESSE

N° 039567

Registre
des droits personnels
et réels mobiliers
Québec

Date, heure, minute de certification : **2014-06-05 14:57**
Critère de recherche Nom d'organisme : Les collections de style R. D. Internationales
Critère de sélection Nom d'organisme : LES COLLECTIONS DE S... Code Postal : H4P1L7
Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
09-0671612-0001	2009-10-28 09:00	2019-10-16

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

THE TORONTO-DOMINION BANK - 43361C
8200 BOUL DECARIE, Montreal, PQ H4P 2P5

Constituant

R.D. INTERNATIONAL STYLE COLLECTIONS LTD.
5275 RUE FERRIER., SUITE 200, MONTREAL, QC H4P 1L7

Constituant

LES COLLECTIONS DE STYLE R.D. INTERNATIONALES LTEE.
5275 RUE FERRIER., SUITE 200, MONTREAL, QC H4P 1L7

BIENS

The universality of all present and future property in stock;
All fruits and revenues, present and future, emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

The universality of all present and future claims, receivables, book debts and other movable property related thereto;
All fruits and revenues, present and future, emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

The universality of all present and future securities and financial assets;
All fruits and revenues, present and future,
emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

The universality of all present and future equipment and road vehicles;
All fruits and revenues, present and future, emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid

TRADEMARK
REEL: 005339 FRAME: 0272

following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

The universality of all present and future trademarks and intellectual property rights;
All fruits and revenues, present and future, emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

All monies which are now or may hereafter be from time to time at the credit of the grantor with The Toronto-Dominion Bank at the 8200 Boulevard Décarie, Montreal, QC, H4P 2P5 branch of The Toronto-Dominion Bank which monies shall include any amount and interest thereon due to the grantor pursuant to any term deposit instrument of The Toronto-Dominion Bank and any fluctuating credit balances in Canadian account bearing number 5226501-4336, 5226528-4336 and/or U.S. account bearing number 7313778-4336, 7313786-4336 or any replacement number.
All fruits and revenues, present and future, emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

MENTIONS

Somme de l'hypothèque

$30,000,000.00

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2009-10-16
Lieu : MONTREAL

Autres mentions :

REF: (COMSULLIC / ONCTD9F660034-1 / 6262952)

AVIS D'ADRESSE

N° 023594

Registre
des droits personnels
et réels mobiliers
Québec

Date, heure, minute de certification : **2014-06-05 15:00**
Critère de recherche Nom d'organisme : Les collections de style R. D. Internationales
Critère de sélection Nom d'organisme : RD INTERNATIONAL STY... Code Postal : H4P1L7
Détail de l'inscription

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
11-0301357-0002	2011-04-29 14:28	2021-04-20

HYPOTHÈQUE CONVENTIONNELLE SANS DÉPOSSESSION

PARTIES

Titulaire

THE TORONTO-DOMINION BANK - 43361C
8200 BOUL DECARIE, Montreal, PQ H4P 2P5

Constituant

R.D. INTERNATIONAL STYLE COLLECTIONS U.S. LTD.
5275 RUE FERRIER, SUITE 200, MONTREAL, QC H4P 1L7

BIENS

The universality of all present and future property in stock;
All fruits and revenues, present and future, emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

The universality of all present and future claims, receivables, book debts and other movable property related thereto;
All fruits and revenues, present and future, emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

The universality of all present and future securities and financial assets;
All fruits and revenues, present and future, emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

The universality of all present and future equipment and road vehicles;

All fruits and revenues, present and future, emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

TRADEMARK
REEL: 005339 FRAME: 0274

The universality of all present and future trademarks and intellectual property rights;
All fruits and revenues, present and future, emanating from the above charged property, negotiable instruments, bills, commercial paper, securities, monies, compensation for expropriation given or paid following a sale, repurchase, distribution or any other operation concerning any property hereby charged in favour of the creditor or which has been charged under any other deed.

All monies which are now or may hereafter be from time to time at the credit of the grantor with The Toronto-Dominion Bank at the 8200 BOULEVARD DECARIE, MONTREAL, QC, H4P 2P5 branch of The Toronto-Dominion Bank which monies shall include any amount and interest thereon due to the grantor pursuant to any term deposit instrument of The Toronto-Dominion Bank and any fluctuating credit balances in U.S. account bearing number 7313816-4336 or any replacement number.

MENTIONS

Somme de l'hypothèque

$30,000,000.00

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
Date : 2011-04-20
Lieu : MONTREAL

Autres mentions :

REF: (CONSULLIC / ONCTD9F758900-1 / 7113941)

AVIS D'ADRESSE

N° 023594