

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAWSON FORTE, LLP		01/03/2015	Partnership: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	FIRST NIAGARA COMMERCIAL FINANCE, INC.		
Street Address:	3 Allied Drive, Ste. 210		
City:	Dedham		
State/Country:	MASSACHUSETTS		
Postal Code:	02026		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1777935	CASHMERE CASHMERE	
Registration Number:	1988355	F	
Registration Number:	2385232	LXRI	
Registration Number:	2449296	RICHARD WAITHE	
Registration Number:	2613434	GENEVA	
Registration Number:	2885562	FORTE	
Registration Number:	2641284	GRIFFEN	
Registration Number:	2607381	FORTE	
Registration Number:	2619169	KINROSS	
Registration Number:	2666195	GLEN LYON	
Registration Number:	2744464	BROOKMORE	
Registration Number:	2677424	GLENSHIEL	
Registration Number:	2830680	LUXURY FOR LIVING	
Registration Number:	3275816	SAFFRON	
Registration Number:	3356791	FIONA	
Registration Number:	3573045	KEIRA	
Registration Number:	3612871		
Registration Number:	3502572	CASHMERE CLOSET	
Registration Number:	3033049	JUST CASHMERE	
TRADEMARK			

OP \$490.00 1777935

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F153573
NAME OF SUBMITTER:	Matthew R. Pierce
SIGNATURE:	/Matthew R. Pierce/
DATE SIGNED:	01/22/2015

Total Attachments: 5

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FIRST AMENDMENT TO
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

January 3, 2015

THIS FIRST AMENDMENT TO GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Instrument"), dated as of January 3, 2015, made by and between DAWSON FORTE, LLP, a Massachusetts limited liability partnership and successor by merger to DAWSON FORTE, LLC, a Massachusetts limited liability company, as grantor (the "Grantor"), and FIRST NIAGARA COMMERCIAL FINANCE, INC., a wholly owned subsidiary of FIRST NIAGARA BANK, N.A., having an office at 3 Allied Drive, Suite 210, Dedham, Massachusetts 02026, as grantee (the "Grantee").

WITNESSETH:

In consideration of the mutual agreements herein contained and other good and valuable consideration, the Grantor and the Grantee do hereby amend the Grant of Security Interest in United States Trademarks, dated June 30, 2014, by and between the Grantor and the Grantee, (herein called the "Trademark Security Agreement"), as follows.

The Grantor and the Grantee hereby agree that the first and second paragraphs on the first page of the Trademark Security Agreement shall be deleted in their entirety and the following substituted therefor in its stead:

"FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DAWSON FORTE, LLP, a Massachusetts limited liability partnership and successor by merger to DAWSON FORTE, LLC, a Massachusetts limited liability company (the "Grantor"), hereby grants to FIRST NIAGARA COMMERCIAL FINANCE, INC., a wholly-owned subsidiary of First Niagara Bank, N.A. as grantee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date

hereof for infringement of any of the Marks or unfair competition regarding the same.

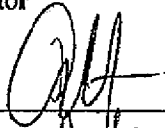
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in that certain Security Agreement by and between the Grantor and the Grantee, dated as of June 30, 2014, as amended by that certain First Amendment to Security Agreement dated as of January 3, 2015 (as further amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern."

This Instrument shall be deemed to continue in effect from its original date of June 30, 2014. Except as expressly amended or modified hereby, the Trademark Security Agreement is in all respects ratified and confirmed, and the terms, conditions and provisions thereof not amended hereby shall be and remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

DAWSON FORTE, LLP
(successor by merger to Dawson Forte, LLC),
as Grantor

By: 
Name: Andrew Bartness
Title: President

Signature Page to First Amendment to Grant of Security Interest in United States Trademarks

FIRST NIAGARA COMMERCIAL FINANCE,
INC., a wholly-owned subsidiary of First Niagara
Bank, N.A., as Grantee

By: *Danielle Prentis*
Name: Danielle Prentis
Title: VP

Signature Page to First Amendment to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005444 FRAME: 0979

SCHEDULE A

Mark	Owner	Application/ Registration No.	Application/ Registration Date
CASHMERE CASHMERE	Dawson Forte, LLC	1777935	June 22, 1993
F	Dawson Forte, LLC	1988355	July 23, 1996
LXRI	Dawson Forte, LLC	2385232	September 12, 2000
RICHARD WAITHE	Dawson Forte, LLC	2449296	May 8, 2001
GENEVA	Dawson Forte, LLC	2613434	August 27, 2002
FORTE	Dawson Forte, LLC	2885562	September 21, 2004
GRIFFEN	Dawson Forte, LLC	2641284	October 22, 2002
FORTE	Dawson Forte, LLC	2607381	August 13, 2002
KINROSS	Dawson Forte, LLC	2619169	September 10, 2002
GLEN LYON	Dawson Forte, LLC	2666195	December 24, 2002
BROOKMORE	Dawson Forte, LLC	2744464	July 29, 2003
GLENSHIEL	Dawson Forte, LLC	2677424	January 21, 2003
LUXURY FOR LIVING	Dawson Forte, LLC	2830680	April 6, 2004
SAFFRON	Dawson Forte, LLC	3275816	August 7, 2007
FIONA	Dawson Forte, LLC	3356791	December 18, 2007
KEIRA	Dawson Forte, LLC	3573045	February 10, 2009
[Design Only]	Dawson Forte, LLC	3612871	April 28, 2009
CASHMERE CLOSET	Dawson Forte, LLC	3502572	September 16, 2008
JUST CASHMERE	Dawson Forte, LLC	3033049	December 20, 2005