

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charlotte Ronson, LLC		08/17/2015	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Colombier Capital, LLC		
Street Address:	200 E. 79th St. #17A		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10075		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3620635	PLAY BY C. RONSON	
Registration Number:	4026517	CR CHARLOTTE RONSON	
Registration Number:	4029552	CHARLOTTE RONSON	
Registration Number:	3614032	CHARLOTTE RONSON	
Registration Number:	4411383	CHARLOTTE RONSON	
Registration Number:	4407548	CHARLOTTE RONSON	
Registration Number:	4411555	CHARLOTTE RONSON	
Registration Number:	4411554	CHARLOTTE RONSON	
Registration Number:	4534257	CR	
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:	212-448-1800		
Email:	trademark@rlscf.com		
Correspondent Name:	Nancy Zoubek		
Address Line 1:	235 Park Avenue South, 3rd Fl.		
Address Line 4:	New York, NEW YORK 10003		
ATTORNEY DOCKET NUMBER:	AARON NIR		

OP \$240.00 3620635

NAME OF SUBMITTER:	Nancy Zoubek
SIGNATURE:	/Nancy Zoubek/
DATE SIGNED:	12/16/2015
Total Attachments: 6 source=0049471#page1.tif source=0049471#page2.tif source=0049471#page3.tif source=0049471#page4.tif source=0049471#page5.tif source=0049471#page6.tif	

UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

1a. ORGANIZATION'S NAME Charlotte Ronson, LLC				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	
				1g. ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

2a. ORGANIZATION'S NAME CRTM Holdings, LLC				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
				2g. ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P)– insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Colombier Capital, LLC				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 200 E. 79th St. #17A		CITY New York	STATE NY	POSTAL CODE 10075
			COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

All of each Debtor's right, title and interest in and to the Collateral described on Exhibit A, attached.

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG LIEN <input type="checkbox"/> NON-UCC FILING				
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA				

EXHIBIT A
TO
UCC-1 FINANCING STATEMENT

Collateral

Reference is made to the Security Agreement between Charlotte Ronson, LLC, CRTM Holdings, LLC, and Colombier Capital, LLC, dated as of August 17, 2015 (the “Security Agreement”). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Security Agreement.

The Collateral covered by this UCC-1 Financing Statement has the meaning set forth in the Security Agreement. For clarity, and without limitation of the foregoing, the following definitions are excerpted from the Security Agreement:

“Collateral” means the following, collectively: any and all of the Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Equipment, Instruments, Inventory, Investment Property, General Intangibles, Letter of Credit Rights, Negotiable Collateral, Supporting Obligations, Books, in each case whether now existing or hereafter acquired or created, any money, or other assets of Company and any Proceeds or products of any of the foregoing, or any portion thereof.

“Accounts” means any and all of Company’s presently existing and hereafter arising accounts (including receivables, contract rights, and all other forms of monetary obligations owing to Company, and all credit insurance, guaranties, or security therefor), irrespective of whether earned by performance.

“Books” means any and all presently existing and hereafter acquired or created books and records of Company, including all records, ledgers, computer programs, disc or tape files, printouts, runs, and other computer prepared information indicating, summarizing, or evidencing the Collateral.

“Chattel Paper” means all of Company’s presently existing and hereafter acquired or created chattel paper (including tangible chattel paper and electronic chattel paper).

“Commercial Tort Claims” means all of Company’s presently existing and hereafter acquired or arising commercial tort claims (as such term is defined in the Code).

“Deposit Account” means any demand, time, savings, passbook or similar account now or hereafter maintained by or for the benefit of Company with an organization that is engaged in the business of banking including a bank, savings bank, savings and loan association, credit union and trust companies, and all funds and amounts therein, whether or not restricted or designated for a particular purpose.

“Documents” means any and all documents and documents of title, including documents of title, bills of lading, dock warrants, dock receipts, warehouse receipts and other documents of Company, whether or not negotiable, and includes all other documents which purport to be issued by a bailee or agent and purport to cover goods in any bailee’s or agent’s possession which are either identified or are fungible portions of an identified mass, including such documents of title made available to Company for the purpose of ultimate sale or exchange of goods or for the purpose of loading, unloading, storing, shipping, transshipping, manufacturing, processing or otherwise dealing with goods in a manner preliminary to their sale or exchange, in each case whether now existing or hereafter acquired.

“Equipment” means any and all of Company’s presently existing and hereafter acquired equipment, wherever located, including machinery, furniture, furnishings, fixtures, computer and other electronic data processing equipment and other office equipment and supplies, computer programs and related data processing software, spare parts, tools, motors, automobiles, trucks, tractors and other motor vehicles, rolling stock, jigs, and other goods (other than Inventory, farm products, and consumer goods), including software embedded in such goods, together with any and all parts, improvements, additions, attachments, replacements, accessories, and substitutions thereto or therefor, and all other rights of Company relating thereto, whether in the possession and control of Company, or in the possession and control of a third party for the account of Company.

“General Intangibles” means any and all of Company’s presently existing and hereafter acquired or arising general intangibles and any other intangible personal property of every kind and description, including:

- (a) contracts and contract rights, non-competition covenants, licensing and distribution agreements, indemnity agreements, guaranties, insurance policies, franchise agreements and lease agreements, including, without limitation, the license agreement in effect with JC Penney;
- (b) un-certificated certificates of deposit, and interests in any joint ventures, partnerships or limited liability companies;
- (c) choses in action and causes of action (whether legal or equitable, whether in contract or tort or otherwise, and however arising);
- (d) licenses, approvals, permits or any other authorizations issued by any Governmental Authority;
- (e) Intellectual Property Collateral;
- (f) computer software (including without limitation any computer program that is embedded in goods that consist solely of the medium in which the program is embedded), magnetic media, electronic data processing files, systems, programs, and information contained on computer disks or tapes;
- (g) rights of stoppage in transit, replevin and reclamation, rebates (including without limitation insurance premium rebates) or credits of every kind and nature to which Company may be entitled;
- (h) purchase orders, customer lists, subscriber lists and goodwill;
- (i) monies due or recoverable from pension funds, refunds and claims for tax or other refunds against any Governmental Authority;
- (j) payment intangibles; and

(k) other contractual, equitable and legal rights of whatever kind and nature.

“Instruments” means any and all negotiable instruments, and every other writing which evidences a right to the payment of a monetary obligation, in each case whether now existing or hereafter acquired.

“Intellectual Property Collateral” means the following assets owned or held by Company, or in which Company otherwise have any interest, now existing or hereafter acquired or arising:

(a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof;

(b) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(c) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or un-consented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof, including, without limitation, all of the foregoing held by Company in connection with or related to the trademarks CHARLOTTE RONSON and I (HEART SYMBOL) RONSON, including, without limitation, those applications and registrations listed on Schedule 1;

(d) all trade secrets, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, sales and operating plans, drawings, diagrams, schematics, specifications, blue prints, descriptions, inventions, name plates, reports and catalogs;

(e) the entire goodwill of or associated with the businesses now or hereafter conducted by Company connected with and symbolized by any of the aforementioned properties and assets; and

(f) Intellectual Property Collateral shall include, without limitation, rights and interests pursuant to licensing or other contracts in favor of Company pertaining to patents, trademarks, copyrights and other intellectual property presently or in the future owned or used by third Persons.

“Inventory” means any and all of Company’s presently existing and hereafter acquired goods of every kind and description (including goods in transit) which are held for sale or lease, or to be furnished under a contract of service or which have been so leased or furnished, or other disposition, wherever located, including those held for display or demonstration or out on lease or consignment or are raw materials, work in process, finished materials, or materials used or consumed, or to be used or consumed, in Company’s business, and the resulting product or mass, and all repossessed, returned, rejected, reclaimed and replevied goods, together with all

materials, parts, supplies, packing and shipping materials used or usable in connection with the manufacture, packing, shipping, advertising, selling or furnishing of such goods; and all other items hereafter acquired by Company by way of substitution, replacement, return, repossession or otherwise, and all additions and accessions thereto, and any Document representing or relating to any of the foregoing at any time.

“Investment Property” means any and all of Company’s presently existing and hereafter acquired securities or investment property.

“Letter of Credit Rights” means any and all of Company’s presently existing and hereafter acquired letter of credit rights.

“Negotiable Collateral” means any and all of Company’s presently existing and hereafter acquired or arising letters of credit, letter of credit rights, advises of credit, certificates of deposit, notes, drafts, money, Instruments, Documents and tangible Chattel Paper.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Collateral, including “proceeds” as defined in the Code, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Company from time to time with respect to any of the Collateral, any and all payments (in any form whatsoever) made or due and payable to Company from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Governmental Authority), any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any Person, any and all other tangible or intangible property received upon the sale or disposition of Collateral, and all proceeds of proceeds.

“Rights to Payment” means all Accounts and any and all rights and claims to the payment or receipt of money or other forms of consideration of any kind in, to and under all electronic Chattel Paper, General Intangibles, Letter of Credit Rights, Negotiable Collateral and Proceeds thereof.

“Supporting Obligations” has the meaning given to such term in the Code.

Pursuant to Schedule 1 of the Security Agreement: Intellectual Property Collateral includes, without limitation, the following trademark registrations: U.S. Reg. Nos. 3620635, 4026517, 4029552, 3614032, 4411383, 4407548, 4411555, 4411554, 4534257.

SCHEDULE 1

Certain Intellectual Property Collateral:

Intellectual Property Collateral includes, without limitation, the following trademark registrations:

U.S. Reg. Nos. 3620635, 4026517, 4029552, 3614032, 4411383, 4407548, 4411555, 4411554, 4534257

Section 4.1 Legal Names, State of Organizations, FEIN and Charter Identification Number

Legal Name: Charlotte Ronson, LLC

State of Organization: New York

FEIN: 421689466

Legal Name: CRTM Holdings, LLC

State of Organization: Delaware

FEIN:

Section 4.1 Location of Company offices and Collateral

1407 Broadway, Suite 2204, New York, New York 10018

Section 4.2 Locations of Company's Books

1407 Broadway, Suite 2204, New York, New York 10018