

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maran, Inc.		05/05/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	299 Park Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1822905	SQUEEZE	
Registration Number:	3015905	D' JEANS	
Registration Number:	3091344	BLUE SPICE	
Registration Number:	3186742	SQUEEZE GIRLS	
Registration Number:	4847312	POURED IN BLUE	
Serial Number:	86059113	DJ BLUE	
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:	212-238-3214		
Email:	selwin@emmetmarvin.com		
Correspondent Name:	Sharon Elwin		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	Emmet Marvin & Martin LLP		
Address Line 4:	New York, NEW YORK 10271		
NAME OF SUBMITTER:	Sharon Elwin		
SIGNATURE:	/Sharon Elwin/		
DATE SIGNED:	05/05/2016		

OP \$165.00 1822905

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of May 5, 2016, is made by MARAN, INC., a Delaware corporation (the “**Borrower**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION (the “**Bank**”).

WHEREAS, the Borrower has executed and delivered to the Bank (a) a Note dated as of May 5, 2016 (as amended, restated or otherwise modified and in effect from time to time, the “**Promissory Note**”) and (b) a Letter Agreement dated as of May 5, 2016 (as amended, restated or otherwise modified and in effect from time to time, the “**Letter Agreement**”) and, together with the Promissory Note and each other agreement, document and instrument executed and/or delivered in connection therewith, as amended and in effect from time to time, the “**Loan Documents**”).

WHEREAS, as a condition precedent to the making of loans by the Bank under the Loan Documents, the Borrower has executed and delivered to the Bank that certain Security Agreement dated as of May 5, 2016, made by and between the Borrower and the Bank (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Bank a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with the Bank as follows:

1. **Grant of Security.** The Borrower, to secure the payment and performance in full of all of the Obligations (as defined in the Security Agreement), hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of the Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(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; and

(d) 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, dilution, misappropriation, violation, 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.

2. **Recordation.** The Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Bank.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Trademark Collateral are as provided by the Loan Documents, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement 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 Trademark Security Agreement 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).

[Signature page follows]

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MARAN, INC.

By: Richard Huang
Name: Richard Huang
Title: Executive Vice President
Address for Notices:
1400 Broadway, Room 2800
New York, NY 10018
Attention: Richard Huang
Fax: (212) 221-4505

Agreed to and accepted:

CAPITAL ONE, NATIONAL
ASSOCIATION

By: _____
Name: Nellya Davydova
Title: Vice President

Address for Notices:

Capital One, National Association
299 Park Ave., 23rd Floor
New York, New York 10171

Attention: Nellya Davydova, Vice President
Email: Nellya.Davydova@capitalone.com
Tel: (646) 231-9129

-and-

Brian Malone, Vice President
Email: Brian.Malone@capitalone.com
Tel: (646) 231-9262

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MARAN, INC.

By: _____

Name: Richard Huang

Title: Executive Vice President

Address for Notices:

1400 Broadway, Room 2800

New York, NY 10018

Attention: Richard Huang

Fax: (212) 221-4505

Agreed to and accepted:

CAPITAL ONE, NATIONAL
ASSOCIATION

By: _____

Name: Nellya Davydova

Title: Vice President

Address for Notices:

Capital One, National Association

299 Park Ave., 23rd Floor

New York, New York 10171

Attention: Nellya Davydova, Vice President

Email: Nellya.Davydova@capitalone.com

Tel: (646) 231-9129

-and-

Brian Malone, Vice President

Email: Brian.Malone@capitalone.com

Tel: (646) 231-9262

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

SERIAL NUMBER	REG. NUMBER	WORD MARK
74394518	1822905	Squeeze
76486172	3015905	D' Jeans
78462259	3091344	Blue Spice
78801598	3186742	Squeeze Girls
86375396	4847312	Poured in Blue
86059113	86059113	DJ Blue