

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507502

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900469454		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASSEMBLED RETAIL LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Assembled Brands Capital Funding LLC		
Street Address:	76 Greene Street, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5258927	POP & SUKI	
Serial Number:	87872842	POP & SUKI	
CORRESPONDENCE DATA			
Fax Number:	3129843150		
<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:	312-984-3100		
Email:	trademarks@bfkn.com		
Correspondent Name:	Wendi E. Sloane		
Address Line 1:	200 West Madison Street, Suite 3900		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	BRND-0019		
NAME OF SUBMITTER:	Thomas M. Gniot		
SIGNATURE:	/Thomas M. Gniot/		
DATE SIGNED:	01/28/2019		
Total Attachments: 19			
source=BRND-0019 Assembled Retail to Assembled Brands Capital Funding- Pop-Suki #page1.tif			
source=BRND-0019 Assembled Retail to Assembled Brands Capital Funding- Pop-Suki #page2.tif			

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In response to the Notice of Non-Recordation, the undersigned respectfully submits that the nature of conveyance was correctly identified as originally filed and therefore requests recordation of the underlying document.

The December 28, 2018 Notice indicates that recordation is refused because the "nature of conveyance and supporting document are not in agreement." While the title of the document submitted for recordation is "Master Assignment and Assumption Agreement", the nature of the conveyance sought to be recorded was in fact a security interest in that the underlying marks were not transferred to a new owner.

In particular, the conveying party, Assembled Retail LLC, conveyed only a security interest as part of the "Assumption" portion of the Master Assignment and Assumption Agreement (the "MAAA") submitted for recordation on October 10, 2018. The MAAA does not recite any trademarks on Schedule 1. Rather, it is the "Amended and Restated Intellectual Property Security, dated as of April 27, 2018", referenced on Schedule 1 at paragraph "kk." of the MAAA that was conveyed (as shown in the resubmitted MAAA, attached). A copy of the Intellectual Property Security agreement dated April 27, 2018 and recorded on May 3, 2018, at Reel: 006325/Frame: 0666 is also attached hereto as **Exhibit A**. The ownership of the underlying trademarks has not changed. For this reason the undersigned respectfully submits that the nature of the conveyance for which recordation is sought was correctly identified as a "Security Interest".

Master Assignment and Assumption Agreement

This Master Assignment and Assumption Agreement ("**Agreement**") dated as of October 1, 2018 ("**Effective Date**"), is entered into by and between Assembled Retail LLC, a Delaware limited liability company ("**Assignor**") and Assembled Brands Capital Funding LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor desires to sell and assign to Assignee all of Assignor's right, title and interest in, and to delegate to Assignee all of Assignor's duties, liabilities and obligations accruing on and after the Effective Date with respect to, each of the assets described on **Schedule 1** attached hereto (collectively the "**Assigned Assets**"); and

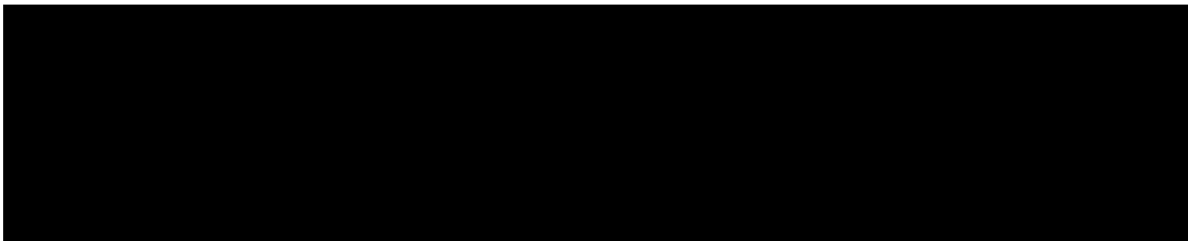
WHEREAS, Assignee desires to purchase and accept from Assignor all of Assignor's right, title and interest in, and assume from Assignor all of Assignor's duties, liabilities and obligations accruing on and after the Effective Date with respect to, the Assigned Assets.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

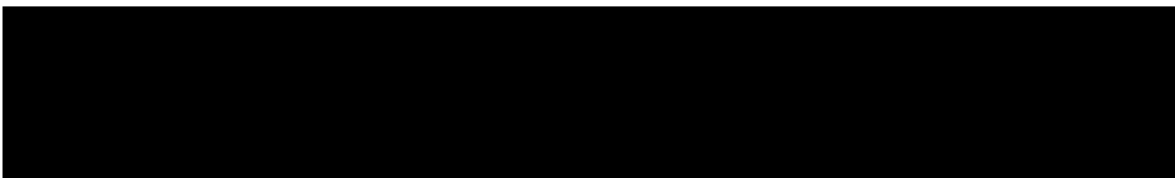
1. Assignment and Assumption.

1.1 Assignment. Assignor hereby irrevocably sells, assigns, grants, conveys and transfers to Assignee, free and clear of all liens, security interests, claims or encumbrances, all of Assignor's right, title and interest in and to the Assigned Assets.

1.2 Assumption. Assignee hereby purchases the Assigned Assets and unconditionally accepts Assignor's assignment thereof and assumes all of Assignor's duties with respect thereto, and agrees to pay, perform and discharge, as and when due, all of the obligations and liabilities of Assignor under the Assigned Assets, in each case accruing on and after the Effective Date (collectively, the "**Assumed Liabilities**").



1.4 Closing. The closing of the transactions contemplated herein (the "**Closing**") will take place at 10:00 a.m. local time on the date hereof at the offices of Assignor, or such other date, time or place as agreed to in writing by the parties hereto (the "**Closing Date**"). The Closing shall be deemed to be effective as of 12:01 a.m. local time on the Closing Date.





2. Representations and Warranties.

2.1 Assignor's Representations and Warranties. Assignor represents and warrants as follows: it is duly organized, validly existing, and in good standing under the laws of the State of Delaware. It has the full right and requisite power and authority to enter into this Agreement and to perform its obligations hereunder. It has taken all necessary limited liability company action to authorize the execution of this Agreement by its representative whose signature is set forth on the signature page attached hereto. When executed and delivered by it, this Agreement will constitute the legal, valid, and binding obligation of Assignor, enforceable against it in accordance with its terms. The transactions contemplated by this Assignment are not in contravention of any law, order, regulation or agreement by which the Assignor is bound. It is the sole legal and beneficial owner of all the Assigned Interests (as defined in Schedule 1) and of all the rights indicated as belonging to the Assignor under the Assigned Assets on the Effective Date, free and clear of any lien, security interest, claim, or encumbrance.

2.2 Assignee's Representations and Warranties. Assignee represents and warrants as follows: it is duly organized, validly existing, and in good standing under the laws of State of Delaware. It has the full right and requisite power and authority to enter into this Agreement and to perform its obligations hereunder. It has taken all necessary limited liability company action to authorize the execution of this Agreement by its representative whose signature is set forth on the signature page attached hereto. When executed and delivered by it, this Agreement will constitute the legal, valid, and binding obligation of Assignee, enforceable against it in accordance with its terms.

3. Covenants Relating to Collections. Assignor acknowledges and agrees that Assignee shall have the right and authority to collect for Assignee's own account (i) all items which are included in the Assigned Assets and (ii) all proceeds received in respect of such Assigned Assets, accruing on and after the Effective Date. Following the Effective Date, (a) Assignor shall promptly transfer and deliver to Assignee, without set-off, any cash or other property, if any, that Assignor may receive with respect to or representing the Assigned Assets related to all time periods on and following the Closing Date, and (b) Assignee shall promptly transfer and deliver to Assignor, without set-off, any cash or other property, if any, that Assignee may receive with respect to or representing the Assigned Assets related to all time periods prior to the Closing Date.

4. Miscellaneous.

4.1 Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.

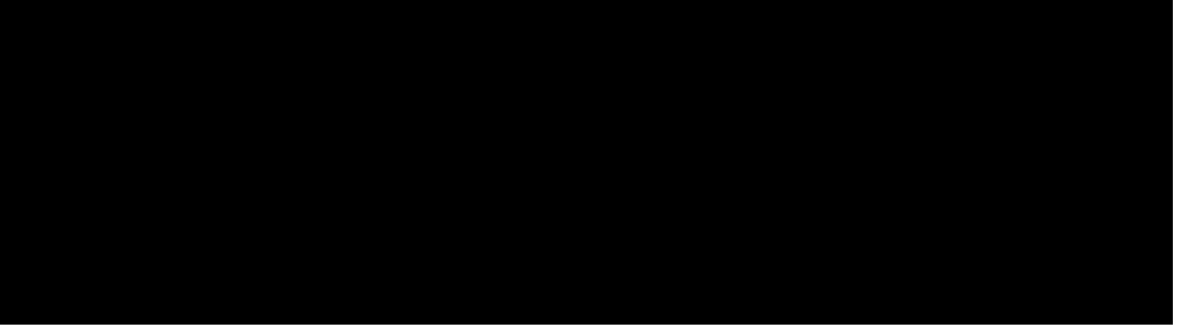
4.2 Further Assurances. On the other party's reasonable request, each party shall execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

4.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

4.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

4.5 Entire Agreement. This Agreement, together with all related exhibits and schedules, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

4.6 Amendment and Modification. No amendment to or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each party to this Agreement.



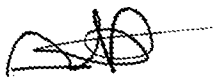

4.8 Governing Law. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to its conflicts of laws provisions.

4.9 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ASSEMBLED RETAIL LLC

By 
Name: 
Title: Authorized Signatory

ASSEMBLED BRANDS CAPITAL FUNDING LLC

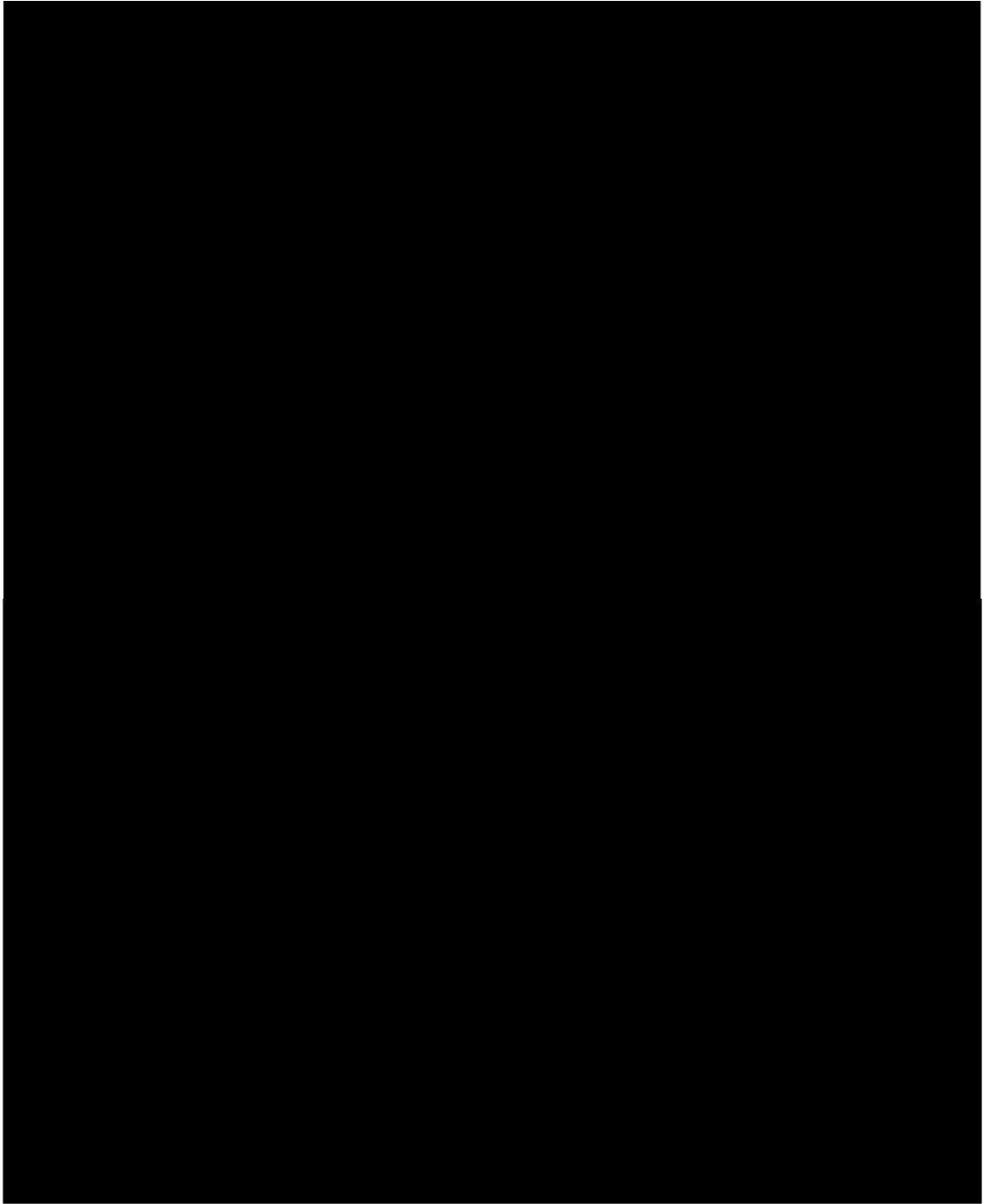
By 
Name: 
Title: Authorized Signatory

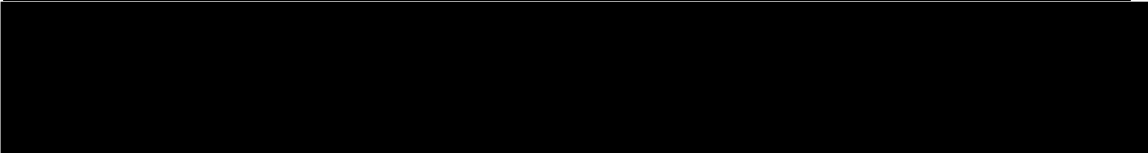
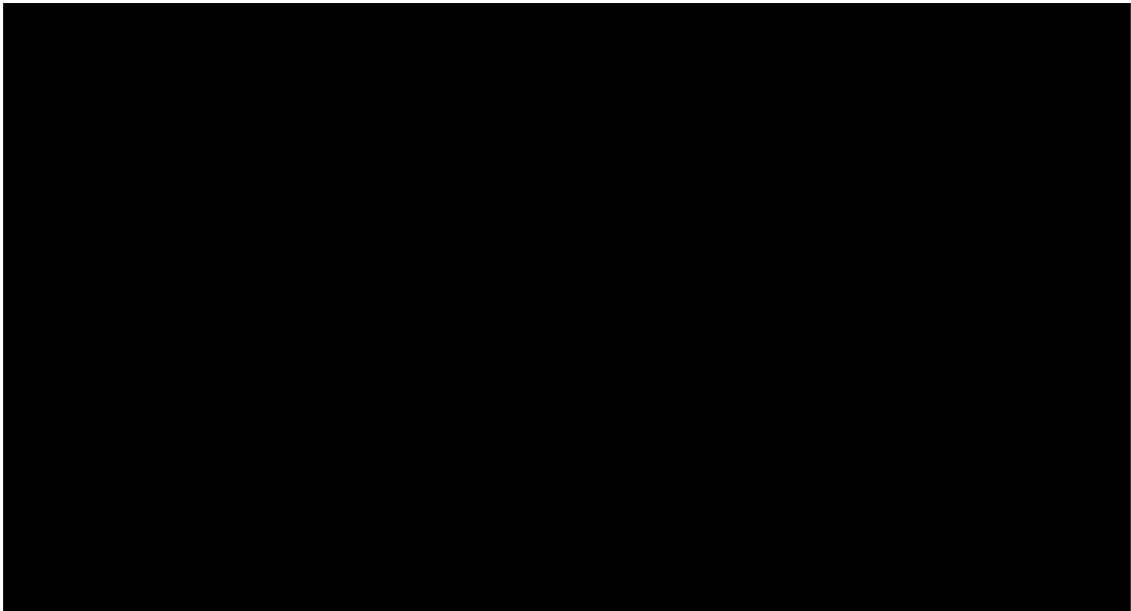
[Signature Page to Master Assignment and Assumption Agreement]

SCHEDULE 1

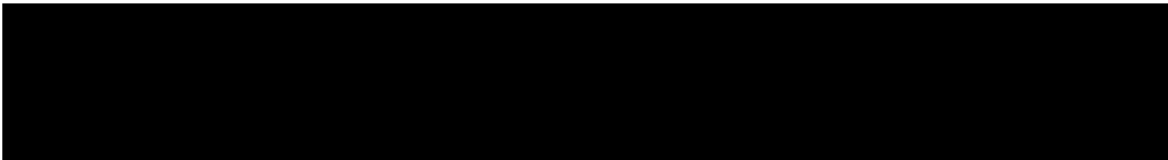
ASSIGNED ASSETS

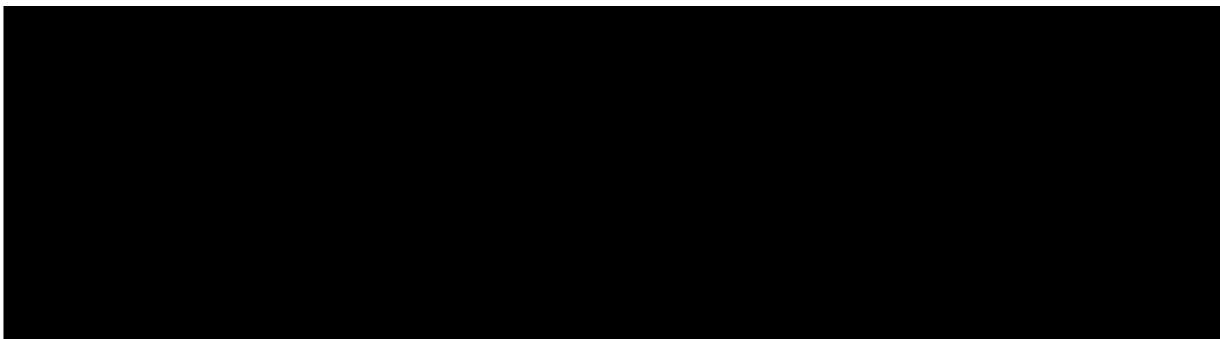
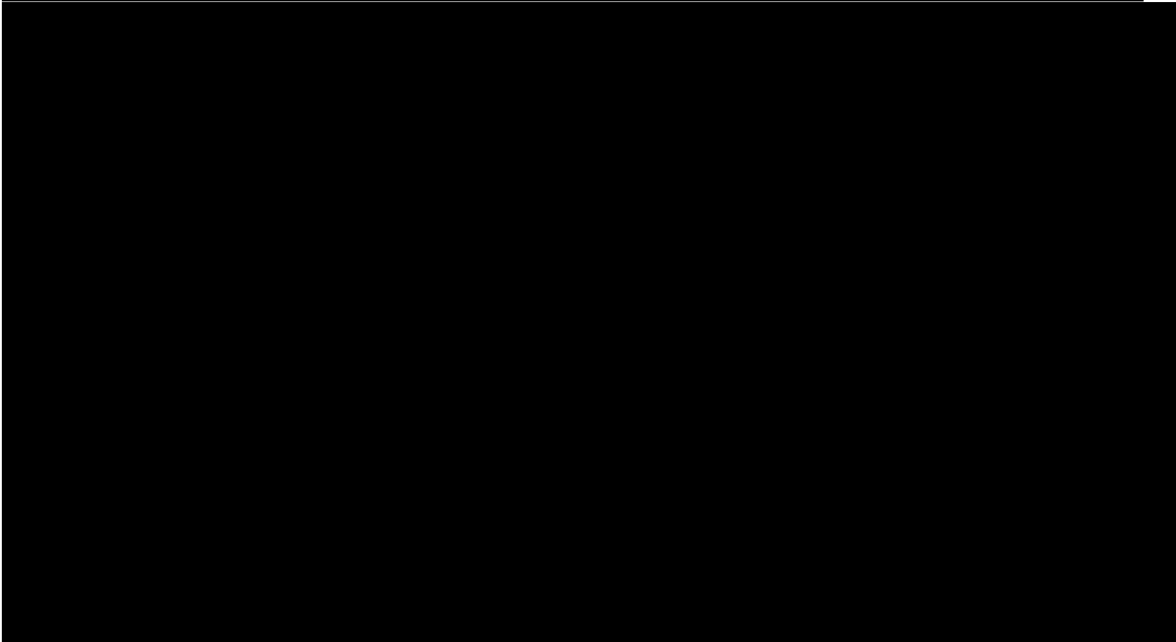
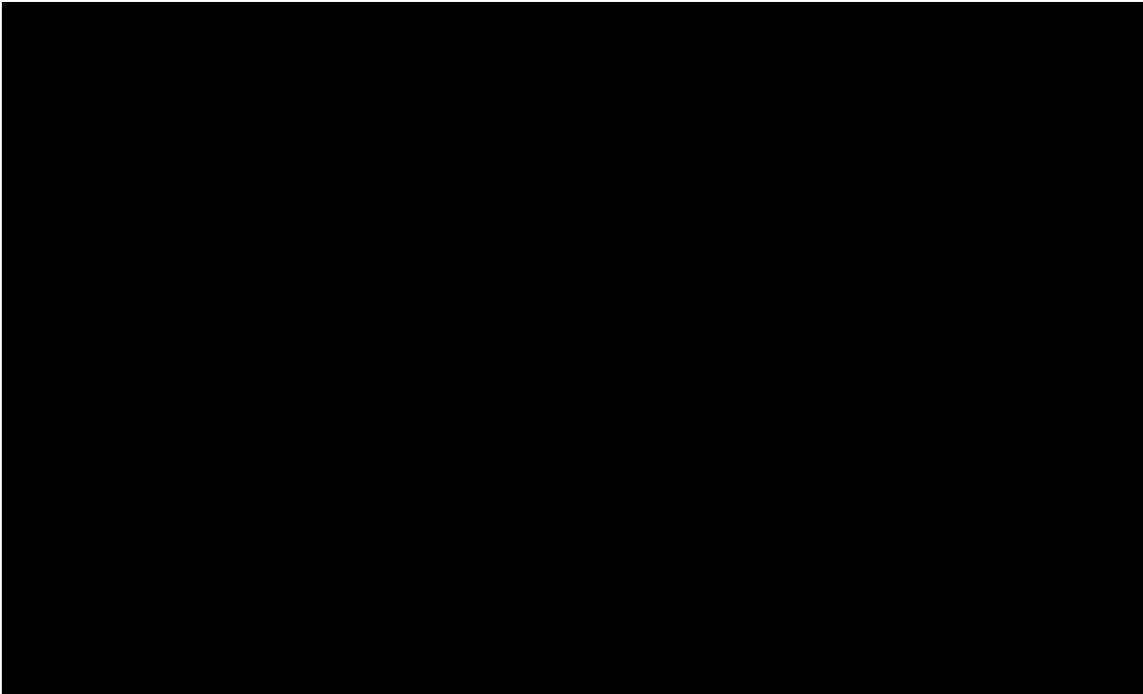
1. The following agreements (each as amended, restated, replaced or otherwise modified from time to time through the date hereof, the **"Assigned Contracts"**):





kk. that certain Amended and Restated Intellectual Property Security Agreement, dated as of April 27, 2018, by and between Pop & Suki and Assignor;





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1523768.v7

EXHIBIT A

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POP & SUKI, INC.		04/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSEMBLED RETAIL LLC		
Street Address:	76 Greene Street, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5258927	POP & SUKI	
Serial Number:	87872842	POP & SUKI	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Leslie Kirsner		
SIGNATURE:	/Leslie Kirsner/		
DATE SIGNED:	05/03/2018		
Total Attachments: 7			
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement, is entered into this 27th day of April, 2018 (the "Agreement") by and between **POP & SUKI, INC.**, a Delaware corporation, with a place of business at 1445 N Stanley Ave, Flr 3, West Hollywood, CA 90046 ("Borrower") and **ASSEMBLED RETAIL LLC**, a Delaware limited liability company, with a place of business at 76 Greene Street, 4th Floor, New York, New York 10012 ("Lender"). This Agreement amends and restates, in its entirety without a break in continuity, the Intellectual Property Security Agreement, dated as of June 30, 2017, between Borrower and Lender.

RECITALS

WHEREAS, Borrower has extended a Loan to Lender pursuant to the terms and conditions of that certain Amended and Restated Credit Agreement dated as of the date hereof by and between Borrower and Lender (the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement).

WHEREAS, under the terms of the Credit Agreement, Borrower has granted Lender a security interest in, among other property, all of Borrower's intellectual property.

WHEREAS, this Agreement is executed for the purpose of amending and restating Borrower's pledge of its intellectual property as security for the Borrower's Obligations owed Lender under the Credit Agreement and the other Loan Documents.

SECTION 1 Grant of Security Interest. Borrower hereby grants to Lender a security interest in and lien on all of the intellectual property assets owned by Borrower, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of Borrower connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

SECTION 2 Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

SECTION 3 Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this Agreement shall control. The rights and remedies of Lender with

respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

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

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

SECTION 6 Governing Law. 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 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 Pages Follow]

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

BORROWER:

POP & SUKI, INC.

By: 
Name: Leo Seigal
Title: Chief Executive Officer

Agreed and accepted:

LENDER:

ASSEMBLED RETAIL LLC,
a Delaware limited liability company

By: Assembled Brands Group LLC,
a Delaware limited liability company and its
manager

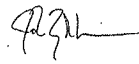
By: 
Name: John Zdanowski
Title: Chief Financial Officer

EXHIBIT 1

List of Patents, Trademarks, and Copyrights

PATENTS

Patents


Title	Jurisdiction	Patent Number	Issue Date	[Record Owner]

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	[Record Owner]

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
	U.S. Federal	5258927	August 8, 2017	Pop and Suki, Inc.

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]
POP & SUKI	U.S. Federal	Use-Based	87872842	April 11, 2018	Pop and Suki, Inc.

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

POP & SUKI, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 27, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ASSEMBLED RETAIL LLC

Internal

Address: _____

Street Address: 76 Greene Street, 4th Floor

City: New York

State: New York

Country: USA

Zip: 10012

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
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)

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

A. Trademark Application No.(s)
See Exhibit I attached

B. Trademark Registration No.(s)
See Exhibit I attached

Additional sheet(s) attached? Yes No

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

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

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Fax Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

2

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

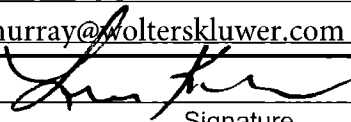
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

May 3, 2018

Date

Leslie Kirsner

Name of Person Signing

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

7

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

TRADEMARK

RECORDED: 06/00/2018

REEL: 006528 FRAME: 0574