

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lois Hill Designs LLC		03/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Christopher R. Brady		
Street Address:	39 Union Street		
City:	Franklin		
State/Country:	MASSACHUSETTS		
Postal Code:	02038		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4917571		
Registration Number:	4917570		
Registration Number:	4781970	LOIS HILL DIAMONDS	
Registration Number:	4777132	LOIS HILL MEN	
Registration Number:	4777129	LOIS BY LOIS HILL DIAMONDS	
Registration Number:	4777109	LOIS HILL BRIDAL	
Registration Number:	3885779	HANDS & HEART BY LOIS HILL	
Registration Number:	3882827		
Registration Number:	3879964		
Registration Number:	3123625	LH DESIGNS	
Registration Number:	3839037	JIVASUKHA	
Registration Number:	3006907		
Registration Number:	3099631		
Registration Number:	2354787	LOIS HILL	
Registration Number:	2331641	LOIS HILL	
Registration Number:	2322384	LOIS HILL	
Registration Number:	2317924	LOIS HILL	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number:

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: 2124726262
Email: arlatifi@tuckerlatifi.com
Correspondent Name: Ali R. Latifi
Address Line 1: 160 East 84th Street
Address Line 2: Suite 5E
Address Line 4: New York, NEW YORK 10028

NAME OF SUBMITTER:	Ali R. Latifi
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SIGNATURE:	/Ali R. Latifi/
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DATE SIGNED:	03/21/2019
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Total Attachments: 4

source=Christopher R Brady Security Interest on Lois Hill Designs LLC's Trademarks#page1.tif
source=Christopher R Brady Security Interest on Lois Hill Designs LLC's Trademarks#page2.tif
source=Christopher R Brady Security Interest on Lois Hill Designs LLC's Trademarks#page3.tif
source=Christopher R Brady Security Interest on Lois Hill Designs LLC's Trademarks#page4.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of March 20, 2019 is made by Lois Hill Designs LLC, a Delaware limited liability company ("Grantor") in favor of Christopher R. Brady, an individual and resident of Massachusetts ("Grantee").

WHEREAS, Grantee is the holder of a Promissory Note dated March 20, 2019 and certain other Promissory Notes (the "Notes") by and among affiliates of Grantor;

WHEREAS, in connection with the Notes, Grantor and Grantee desire to enter into this Security Agreement, as may be modified from time to time (the "Security Agreement"); and

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.**

As security for the payment and performance of the Notes, Grantor hereby pledges, assigns and grants to Grantee and his successors, transferees and assigns a continuing first priority security interest in, and a mortgage upon, all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively the "Trademark Collateral").

- 1.1 all state (and common law) federal and foreign trademarks of Grantor's trademarks, service marks and trade names (the "Trademarks") including those referred to in Schedule 1 hereto, all licenses related to the foregoing, and all income or royalties with respect to any licenses;
- 1.2 all extensions or renewals of the foregoing;
- 1.3 all goodwill connected with the use of, and symbolized by, each such Trademark;
- 1.4 all general intangibles and all intangible or other similar property of Grantor, associated with or arising from any of the aforementioned properties and assets and not otherwise described above;
- 1.5 all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- 1.6 any and all royalties, fees income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.7 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. **GRANTOR'S USE OF TRADEMARK COLLATERAL.** Grantor shall be permitted to use and manage the Trademark Collateral, including the right to exclude others from making, using or selling items covered by the Trademark Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had never been entered into, so long as nor default occurs in any of the obligations of the Notes and remain uncured.

3. **REMEDIES.** Upon the breach of any of the terms hereof, or the breach of or default under the Notes, Grantee shall have all of the rights and remedies of a secured creditor under the UCC.

4. **AMENDMENTS IN WRITING.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Grantor.

5. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the State of Delaware.

6. **COUNTERPARTS.** This Agreement may be executed in separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by electronic transmission (including "pdf") of any executed signature page to the Agreement shall constitute effective delivery of such signature page.

7. **TERMINATION.** Upon the full repayment of the Notes in accordance with the terms thereof, this Agreement shall automatically terminate concurrently therewith.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered as of the date set forth above.

GRANTOR:
Lois Hill Designs LLC

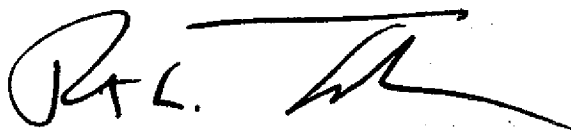


By: Lois Hill
Its: President

CERTIFICATE OF ACKNOWLEDGEMENT

State of New York)
 : SS:
County of New York)

On the 20 day of March, 2019, before me, the undersigned, a Notary Public to and for the State, personally appeared Lois Hill, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the written instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual executed the instrument.

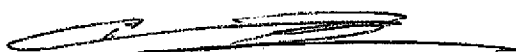


Notary Public

My commission expires:

ROBERT L TUCKER NOTARY PUBLIC STATE OF NEW YORK NEW YORK COUNTY LIC. #02TU4811777 COMM. EXP. <u>Nov. 30, 2022</u>

GRANTEE:



Christopher Brady, an Individual

Serial Number	Reg. Number	Word Mark
86512392	4917571	
86512340	4917570	
86482367	4781970	LOIS HILL DIAMONDS
86467825	4777132	LOIS HILL MEN
86467796	4777129	LOIS BY LOIS HILL DIAMONDS
86467542	4777109	LOIS HILL BRIDAL
85010805	3885779	HANDS & HEART BY LOIS HIL
85008148	3882827	
85015138	3879964	
78696336	3123625	LH DESIGNS
77780783	3839037	JIVASUKHA
76522319	3006907	
76522318	3099631	
75591092	2354787	LOIS HILL
75591091	2331641	LOIS HILL
75473605	2322384	LOIS HILL
75473604	2317924	LOIS HILL

Schedule 1

TRADEMARK