

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535230

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900508892

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
POP & SUKI, INC.		06/18/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC
Street Address:	9 East 19th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5258927	POP & SUKI
Registration Number:	5611740	POP & SUKI

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 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:	08/05/2019

Total Attachments: 6

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 18, 2019

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ASSEMBLED BRANDS CAPITAL FUNDING LLC

Internal

Address: _____

Street Address: 9 East 19th Street

City: New York

State: New York

Country: USA Zip: 10003

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other LLC Citizenship Delaware
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) _____

B. Trademark Registration No.(s)
5258927
5611740

Additional sheet(s) attached? Yes No

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

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: 800-914-4240

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) \$ _____

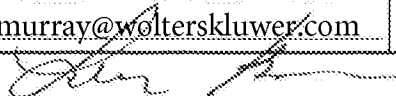
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



July 30, 2019

Signature

Date

Leslie Kirsner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

**ACCEPTANCE OF COLLATERAL
IN PARTIAL SATISFACTION OF OBLIGATIONS**

ACCEPTANCE OF COLLATERAL IN PARTIAL SATISFACTION OF OBLIGATIONS (“Acceptance Agreement”) dated as of June 18, 2019 by and between Pop and Suki, Inc. (“Borrower”) and Assembled Brands Capital Funding, LLC, as assignee of Assembled Retail, LLC (“Lender”).

Pursuant to an Amended and Restated Credit Agreement dated as of April 27, 2018, as heretofore and hereafter amended, supplemented and/or otherwise modified (the “Credit Agreement”) by and among Borrower and Lender, Lender made loans, advances and/or other financial accommodations to Borrower.

By letter dated February 12, 2019 (the “Default Letter”), Lender gave written notice to Borrower of the occurrence and continuance of certain Events of Default (as such term is defined in the Credit Agreement) under the Credit Agreement (the “Notified Defaults”).

Based upon the occurrence, existence and continuance of certain Events of Default under the Credit Agreement, including without limitation the Notified Defaults, Borrower has requested that Lender propose to accept all of the Collateral from Borrower in partial satisfaction of the Obligations. Lender is prepared make such a proposal and Borrower is prepared to accept such a proposal on the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of any loan, advance, grant of credit or financial accommodation heretofore or hereafter made to or for the account of Borrower by Lender, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings given to them in the Credit Agreement. “UCC” shall mean the Uniform Commercial Code as enacted in the State of New York.

2. **Acknowledgement.** Borrower acknowledges the occurrence and existence of certain Events of Default, including without limitation the Notified Defaults, and acknowledges and agrees that it is in default of its obligations to Lender under the Credit Agreement. Borrower hereby affirms and acknowledges that (a) as of June 18, 2019 there is presently due and owing to Lender the principal amount of \$_____ exclusive of other accrued amounts properly chargeable under the Loan Documents (collectively, the “Amount Due”, which Borrower acknowledges may fluctuate from time to time from and after such date), (b) the Amount Due and the Obligations are due and owing without defense, offset or counterclaim of any kind or nature whatsoever, (c) the Amount Due and the Obligations are secured by valid and enforceable liens and/or security interests in the Collateral in Lender’s favor, (d) the Loan Documents, and all agreements, documents and instruments executed and/or delivered by Borrower arising from or related to the Credit Agreement are and shall continue to be legal, valid and binding obligations and agreements of Borrower enforceable in accordance with their respective terms, and (e) due to its financial condition, Borrower has no means or ability to exercise its right to

redeem the Collateral, and hereby waive, pursuant to UCC § 9-624, its right to redeem the Collateral under UCC § 9-623.

3. **Proposal to Accept Collateral in Partial Satisfaction of Obligations.** Lender hereby proposes the following, which shall constitute Lender's proposal made pursuant to UCC § 9-620 (the "Proposal"): Lender shall accept all of the Collateral, including without limitation all Accounts, General Intangibles (including without limitation all data, databases, domain names, domain name registrations, IP addresses, social media accounts, software, technology, and websites), Goods other than Inventory, Inventory, and "IP Collateral" as such term is defined in the Amended and Restated Intellectual Property Security Agreement dated as of April 27, 2018 by and between Borrower and Lender (including without limitation U.S. Trademark Serial No. 87073395 – Registration No. 5258927 and U.S. Trademark Serial No. 87872842 – Registration No. 5611740, together with all goodwill of the business of Borrower associated thereto or connected therewith) (collectively, the "Accepted Collateral"), in satisfaction of \$500,000 of the Obligations (said amount, the "Discharged Amount).

4. **Acceptance of Proposal.** Borrower hereby accepts and consents to the Proposal pursuant to UCC § 9-620.

5. **Possession and Control of Accepted Collateral.** Borrower acknowledges and agrees that Lender is immediately entitled to take possession and control of and remove the Accepted Collateral from Borrower's premises and/or any other premises where the Accepted Collateral is located. In furtherance of the foregoing, this Acceptance Agreement serves as an authorization to any employee of Borrower or any third party to grant Lender full and complete access to any and all of its premises where the Accepted Collateral is located to allow Lender to take possession and control of the Accepted Collateral.

6. **Borrower's Waivers.** Borrower waives and affirmatively agrees not to allege or otherwise pursue any or all defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs or other rights that it may have, as of the date hereof, to contest (a) any Defaults or Events of Default which were or could have been declared by Lender on the date of this Acceptance Agreement, (b) any provision of the Loan Documents or this Acceptance Agreement, (c) the right of Lender to all of the rents, issues, profits and proceeds from the Collateral, including without limitation the Accepted Collateral, (d) any matter acknowledged by Borrower in paragraph "2" of this Acceptance Agreement, (e) the liens and/or security interests of Lender, including without limitation the validity, extent, priority, perfection and enforceability thereof, in any property, whether real or personal, tangible or intangible, or any right or other interest, now or hereafter arising in connection with the Collateral, or (f) the conduct of Lender in administering the lending arrangements by and between Borrower and Lender.

7. **Borrower' Releases.** Borrower hereby releases, remises, acquits and forever discharges Lender and its employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, and related corporate divisions (all of the foregoing hereinafter called the "Released Parties"), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, obligations, damages and expenses of any and every character, known or unknown, direct and/or indirect, at law or in equity, of whatsoever kind or nature, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to and including the date of execution of this Acceptance Agreement,

which in any way, directly or indirectly arise out of or is in any way connected to this Acceptance Agreement and the Loan Documents Agreements (all of the foregoing hereinafter called the "Released Matters"). Borrower acknowledges that the agreements in this paragraph are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Matters.

8. **Effect and Construction of Agreement.** Except as expressly provided herein, the Loan Documents shall remain in full force and effect in accordance with their respective terms, and this Acceptance Agreement shall not be construed to (a) impair the validity, perfection or priority of any Lien securing the Obligations, (b) waive or impair any rights, powers or remedies of Lender under, or constitute a waiver of, any provision of the Loan Documents, or (c) constitute an agreement by or require Lender to forbear from the exercise of rights and remedies, grant additional waivers, or extend the term of the Credit Agreement or the time for payment of any of the Obligations. This Acceptance Agreement shall constitute a Loan Document.

9. **Presumptions.** Borrower acknowledges that it has consulted with and advised by counsel and such other experts and advisors as it has deemed necessary in connection with the negotiation, execution and delivery of this Acceptance Agreement and has participated in the drafting hereof. Therefore, this Acceptance Agreement shall be construed without regard to any presumption or rule requiring that it be construed against any one party causing this Acceptance Agreement or any part hereof to be drafted.

10. **Entire Agreement.** This Acceptance Agreement sets forth the entire agreement among the parties hereto with respect to the subject matter hereof. Borrower has not relied on any agreements, representations, or warranties of Lender, except as specifically set forth herein. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by each party hereto. Borrower acknowledges that it is not relying upon oral representations or statements inconsistent with the terms and provisions of this Acceptance Agreement.

11. **Further Assurance.** Borrower shall execute such other and further documents and instruments as Lender may reasonably request to implement the provisions of this Acceptance Agreement. Lender shall not require Borrower to expend any funds or incur any out-of-pocket expenses further to the matters set forth in this Acceptance Agreement, but any expenses incurred by Lender and/or Lenders further to the matters set forth in this Acceptance Agreement shall be Obligations as and to the extent set forth in the Credit Agreement.

12. **Benefit of Agreement.** This Acceptance Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns. No other person or entity shall be entitled to claim any right or benefit hereunder, including, without limitation, any third-party beneficiary of this Acceptance Agreement.

13. **Governing Law, Jurisdiction, Venue.** This Acceptance Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Any judicial proceeding brought by or against Borrower with respect to this Acceptance Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, County of New York, United States of America, and, by execution and delivery of this

Acceptance Agreement, Borrower accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Acceptance Agreement. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Lender to bring proceedings against Borrower in the courts of any other jurisdiction. Borrower waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. Any judicial proceeding by Borrower against Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Acceptance Agreement or any related agreement, shall be brought only in a federal or state court located in the State of New York, County of New York.

14. **Waiver of Jury Trial.** EACH PARTY TO THIS ACCEPTANCE AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS ACCEPTANCE AGREEMENT, THE CREDIT AGREEMENT, THE LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS ACCEPTANCE AGREEMENT, THE CREDIT AGREEMENT, THE LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS ACCEPTANCE AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. IN ADDITION, BORROWER WAIVES THE RIGHT TO CLAIM OR RECOVER IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY DAMAGES OTHER THAN OR IN ADDITION TO ACTUAL DAMAGES.

15. **Counterparts; Electronically Transmitted Signatures.** This Acceptance Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile, PDF, e-mail or other electronic method of transmission shall be deemed to be an original signature hereto.

16. **Amendment.** No amendment, modification, rescission, waiver or release of any provision of this Acceptance Agreement shall be effective unless the same shall be in writing and signed by Borrower and Lender.

[Signature page follows]

IN WITNESS WHEREOF, this Acceptance Agreement has been duly executed as of the day and year first written above.

ASSEMBLED BRANDS CAPITAL FUNDING, LLC,
a Delaware limited liability company

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



Adam Pritzker

Title: Chief Executive Officer

POP AND SUKI, INC.

By: 

Leo Seigal
Chief Executive Officer