

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAM 3 DOTS, LLC, successor in interest to Three Dots, Inc.		08/05/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	970 W. 190th Street		
Internal Address:	Suite #222		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90502		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86017723	GRAE	
Serial Number:	86031271	THREE DOTS MEN	
Serial Number:	86031268		
Serial Number:	86031264	THREE LITTLE DOTS	
Serial Number:	86031258	THREE LITTLE DOTS	
Serial Number:	76498469	THREE DOTS	
Serial Number:	77283989	THREE DOTS RED	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	40106-31420		

CH \$190.00 86017723

NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	08/06/2019
Total Attachments: 4 source=Executed FAM 3 Dots Trademark Confirmatory Grant (2019) 246910457_1#page1.tif source=Executed FAM 3 Dots Trademark Confirmatory Grant (2019) 246910457_1#page2.tif source=Executed FAM 3 Dots Trademark Confirmatory Grant (2019) 246910457_1#page3.tif source=Executed FAM 3 Dots Trademark Confirmatory Grant (2019) 246910457_1#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 5, 2019 by and from FAM 3 DOTS, LLC, a California limited liability company, successor in interest to Three Dots, Inc. (the "Grantor") to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, FAM, LLC (the "Borrower"), the Lenders and the Grantee have entered into a Credit Agreement dated as of June 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to the Guaranty dated as of June 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower and certain Subsidiaries of the Borrower have entered into a Security Agreement with the Grantee dated as of June 27, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor has entered into (x) that certain Security Agreement Supplement dated as of the date hereof, pursuant to which it has become party to the Security Agreement, and (y) that certain Supplement to Guaranty, dated as of the date hereof, pursuant to which it has become party to the Guaranty.

WHEREAS, the Grantor owns the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.
- 2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

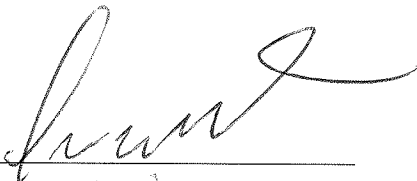
(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

FAM 3 DOTS, LLC

By: 
Name: Frank Zerobi
Title: CEO

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

<u>Mark</u>	<u>Goods and Services</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Owner Name¹</u>
GRAE	Belts; Dresses; Headwear; Jackets; Pants; Scarves; Shirts; Shorts; Skirts; Sweaters; T-shirts; Tops	86017723	11/4/14	FAM 3 Dots, LLC
THREE DOTS MEN	Jackets; Pants; Scarves; Shirts; Shorts; Sweaters; T-shirts; Tops	86031271	6/10/14	FAM 3 Dots, LLC
THREE DOTS LOGO	Jackets; Pants; Scarves; Shirts; Shorts; Sweaters; T-shirts; Tops	86031268	5/27/14	FAM 3 Dots, LLC
THREE LITTLE DOTS	Bottoms; Dresses; Jackets; Pants; Scarves; Shirts; Shorts; Skirts; Sweaters; T-shirts; Tops.	86031264	5/27/14	FAM 3 Dots, LLC
THREE LITTLE DOTS AND DESIGN	Bottoms; Dresses; Jackets; Pants; Scarves; Shirts; Shorts; Skirts; Sweaters; T-shirts; Tops	86031258	5/27/14	FAM 3 Dots, LLC
THREE DOTS	Men's women's and children's clothing, namely tops, pants, shorts, skirts, dresses, sweaters	76498469	7/12/05	FAM 3 Dots, LLC
THREE DOTS RED	Men's, women's, and children's clothing, namely tops, pants, shorts, skirts, Dresses, sweaters, jackets and scarves	77283989	9/16/08	FAM 3 Dots, LLC

¹ The USPTO ownership records currently reflect Three Dots, Inc. Grantor is working on updating the chain of title records.