

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562789

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BLING BOUTIQUE LLC		02/14/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Farragut SBIC Fund II, LP		
<b>Street Address:</b>	5301 Wisconsin Avenue NW, Suite 410		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20015		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5104317	BLING GLAMOUR BY: NICOLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046982066		
<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>			
<b>Phone:</b>	804-775-1676		
<b>Email:</b>	jhowell2@mcguirewoods.com		
<b>Correspondent Name:</b>	Michael A. Shafer, McGuireWoods LLP		
<b>Address Line 1:</b>	Gateway Plaza, 800 East Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Michael A. Shafer		
<b>SIGNATURE:</b>	/Michael A. Shafer/		
<b>DATE SIGNED:</b>	02/19/2020		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

February 14, 2020

WHEREAS, BLING BOUTIQUE LLC, a Delaware limited liability company ("Grantor"), owns the trademarks listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, Bling Holdings, LLC, a Delaware limited liability company ("Holdings"), and Farragut SBIC Fund II, LP, a Delaware limited partnership ("Secured Party"), have entered into that certain Note Purchase Agreement, dated as of February 14, 2020 (as may be amended, restated or modified from time to time, the "Purchase Agreement") pursuant to which Secured Party purchased promissory notes from Grantor and Holdings; and

WHEREAS, in connection with the Purchase Agreement, Grantor, Holdings and Secured Party entered into that certain Security Agreement, dated as of February 14, 2020 (as such agreement may be amended, restated or modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all Obligations (as defined in the Purchase Agreement) owing by Grantor to Secured Party pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, together with any reissues, continuations, renewals or extensions thereof, including, without limitation, the trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration, including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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

**GRANTOR:**

BLING BOUTIQUE LLC

By: 

Name: Martin Sobol

Title: Vice President

*(Signature Page to Trademark Security Agreement)*

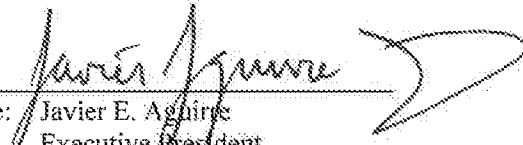
Acknowledged:

**SECURED PARTY:**

FARRAGUT SBIC FUND II, LP

By: Farragut Capital Partners II, LLC,  
its General Partner


By: Farragut Capital Partners, Inc.,  
its Manager

By:   
Name: Javier E. Aguirre  
Title: Executive President

*(Signature Page to Trademark Security Agreement)*

Schedule 1  
to  
Trademark Security Agreement

A. Registered United States Federal Trademarks

Trademark	Registration Number	Registration Date	Owner
Bling Glamour by Nicole (stylized) 	5104317	December 20, 2016	Bling Boutique LLC

B. Pending United States and Foreign Trademark Applications

None.

C. Trademark Licenses.

None.