

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606602

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MERCHANT FACTORS CORP.		12/10/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Z SPOKE LLC		
<b>Street Address:</b>	3 East 54th Street, 2nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5871938	ZAC ZAC POSEN	
<b>Registration Number:</b>	5100834	ZAC POSEN	
<b>Registration Number:</b>	5007569	ZAC ZAC POSEN	
<b>Registration Number:</b>	4890058	TRULY ZAC POSEN	
<b>Registration Number:</b>	4617061	TRULY ZAC POSEN	
<b>Registration Number:</b>	3861043	ZS	
<b>Registration Number:</b>	2667345	ZAC POSEN	
<b>Registration Number:</b>	3804773	Z SPOKE	
<b>Registration Number:</b>	3902035	Z SPOKE	
<b>Registration Number:</b>	3627605	ZAC POSEN	
<b>Registration Number:</b>	3397477	ZAC POSEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4157305565		
<b>Email:</b>	sdvoskin@centricbrands.com		
<b>Correspondent Name:</b>	Simone Dvoskin		
<b>Address Line 1:</b>	350 Fifth Avenue, 6th Floor		

OP \$290.00 5871938

**Address Line 4:** New York, NEW YORK 10118

**NAME OF SUBMITTER:** Simone Dvoskin

**SIGNATURE:** /simone dvoskin/

**DATE SIGNED:** 11/03/2020

**Total Attachments: 13**

source=Termination of Trademark Security Agreement 12-10-19 Final#page1.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page2.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page3.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page4.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page5.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page6.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page7.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page8.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page9.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page10.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page11.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page12.tif  
source=Termination of Trademark Security Agreement 12-10-19 Final#page13.tif

TERMINATION OF TRADEMARK SECURITY AGREEMENT  
AND  
RELEASE OF SECURITY INTEREST

This Termination of Trademark Security Agreement and Release of Security Interest ("Agreement"), is made and entered into as of the 17<sup>th</sup> day of December, 2019 (the "Effective Date"), by and between Z SPOKE LLC, a Delaware limited liability company ("Grantor") and MERCHANT FACTORS CORP. (the "Secured Party"); collectively the "Parties" and individually a "Party". Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement, as defined below.

WHEREAS, the Parties entered into a certain Trademark Security Agreement, dated as of March 19, 2015 and attached hereto as Exhibit A (as amended or modified, the "Trademark Security Agreement"), pursuant to which the Grantor granted the Secured Party a security interest in the Pledged Trademark Collateral, as defined in the Trademark Security Agreement; and

WHEREAS, pursuant to a certain Payoff Letter, dated as of December 9, 2019, by and between the Parties and House of Z LLC, the Secured Party has agreed to terminate the Trademark Security Agreement and release the underlying Pledged Trademark Collateral in consideration of payment and satisfaction of all obligations owing by Grantor and its affiliates to Secured Party (the "Payoff Amount").

NOW, THEREFORE, for and in consideration of the foregoing, which are deemed material elements of this Agreement and not mere recitals, the mutual benefits to be received by the Parties, and the covenants and agreements contained herein, the Parties agree to the following:

1. **Termination of Security Agreement.** In consideration of the Grantor's payment of the Payoff Amount to the Secured Party, and notwithstanding anything to the contrary in the Trademark Security Agreement or any of the other Z Spoke Financing Documents (as defined in the Trademark Security Agreement), the Trademark Security Agreement and all other Z Spoke Financing Documents are hereby terminated in their entirety.

2. **Release of Security Interest.** The Secured Party hereby releases and discharges any and all liens, security interests, rights, title and any other interest the Secured Party has in any and all Pledged Trademark Collateral and hereby waives any and all claims or interest it has or might have in and with respect to the Pledged Trademark Collateral, regardless of (a) when a security interest in the Pledged Trademark Collateral became perfected, (b) the value of the Pledged Trademark Collateral, or (c) the amount the Secured Party is owed by the Grantor pursuant to any of the Z Spoke Financing Documents.

3. **Termination of Liens.** The Secured Party hereby releases and terminates all lien(s) in favor of Grantor in the Pledged Trademark Collateral created by or as a result of the Trademark Security Agreement or any of the other Z Spoke Financing Documents. Upon the reasonable request of the Grantor, the Secured Party agrees from time to time to execute, deliver or file, if necessary, at the Grantor's sole expense, any and all releases, instruments and/or other documents and take any and all further actions that may be necessary to release any lien(s) on the Pledged Trademark Collateral created by or as a result of the Trademark Security Agreement or any of the other Z Spoke Financing Documents.

4. **Further Actions.** Subject to the terms and conditions of this Agreement, each of the Parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

**5. Binding Effect; Inurement.** The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

**6. Severability.** In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

**7. Counterparts.** This Agreement may be executed in counterparts of the parties hereof, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

**8. Amendments, Waiver and Consents.** Any amendment or waiver of any provision of this Agreement shall be effective only if made in writing and signed by the Parties.

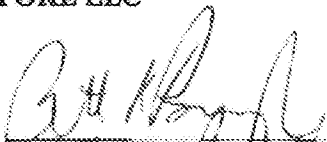
**9. Section Headings, etc.** The headings of sections contained in this Agreement are provided for convenience only. Such headings of sections form no part of this Agreement and shall not affect its construction or interpretation.

**10. Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature Page Follows]

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

Z SPOKE LLC

By:   
Name: Robert M. Johnson  
Title:

MERCHANT FACTORS CORP.

By: \_\_\_\_\_  
Name:  
Title:

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

Z SPOKE LLC

By: \_\_\_\_\_  
Name:  
Title:

MERCHANT FACTORS CORP.

By: \_\_\_\_\_  
Name: SCOTT MILLER  
Title: SEVP

EXHIBIT A

TRADEMARK SECURITY AGREEMENT

(See Attached)

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of March 19, 2015 by and among Z SPOKE LLC, a Delaware limited liability company, ("Grantor") and MERCHANT FACTORS CORP. ("Secured Party").

### RECITALS

WHEREAS, Grantor is indebted to the Secured Party under the terms of a certain Secured Promissory Note, executed by Grantor as of the date hereof (as the same agreement may from time to time be amended, restated, modified or supplemented, the "Note"), a certain Security Agreement dated as of the date hereof (as the same may from time to time be amended, restated, modified or supplemented) (the "Security Agreement"), together with those certain related agreements and documents executed and delivered pursuant to and in connection with the foregoing Note, Security Agreement and Guaranty (the Note, Security Agreement and all other such related agreements and documents evidencing, securing or guaranteeing payment of the obligations of the Assignor to the Assignee, as any of the same may be amended, restated, modified or supplemented from time to time, are hereinafter referred to as the "Z. Spoke Financing Documents")

WHEREAS, House of Z LLC ("HOZ"), an affiliate of Grantor, and the Secured Party have executed and entered into a Discount Factoring Agreement dated as of the date hereof (the "Factoring Agreement"), a Line Letter dated as of the date hereof (the "Line Letter"), a Secured Promissory Note dated as of the date hereof (the "HOZ Note"), a Security Agreement dated as of the date hereof (the "HOZ Security Agreement"), and certain other related agreements and documents executed in connection therewith (as may be amended or modified from time to time), (collectively, the "HOZ Financing Documents"), pursuant to which Secured Party has agreed to provide factoring services, make advances and loans, and provide other financial accommodations to HOZ;

WHEREAS, in connection with the HOZ Financing Documents, Grantor executed and delivered to Secured Party a certain Corporate Guaranty, dated as of the date hereof, (as the same may from time to time be amended, restated, modified or supplemented) (the "Guaranty") guaranteeing the payment and performance of all obligations of HOZ to the Secured Party in connection with the HOZ Financing Documents;

WHEREAS, Grantor is an affiliate of HOZ and the record owner of certain trademarks used in connection with Grantor and HOZ's respective businesses;

WHEREAS, in order to induce the Secured Party to enter into and extend credit to the Grantor under the Z. Spoke Financing Documents and to further induce the Secured Party to enter into and extend factoring services, loans, advances and financial accommodations to HOZ under the HOZ Financing Documents, and to further secure the obligations owed by Grantor and HOZ to Secured Party in connection with the HOZ Financing Documents and the Z. Spoke Financing Documents (the "Obligations"), Grantor has agreed to grant the Secured Party a security interest in the Pledged Trademark Collateral (defined below), and in consideration of the premises set forth herein, the Grantor hereby agrees with the Secured Party, as follows:

#### SECTION 1. Definitions.

(a) Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Factoring Agreement and the Z. Spoke Financing Agreements (as



applicable).

(b) Definitions in this Agreement. The following terms, as used in this Agreement, have the following meanings:

"Goodwill" shall mean, collectively, the goodwill connected with such Grantor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property with respect to any Trademark in which Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Grantor's business.

"Proceeds" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" shall mean, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Secured Party a lien on and security interest in and to all of such Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Z. Spoke Financing Documents to secure payment and performance of all Obligations and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party, with respect to the security interest in the Pledged Trademark Collateral made and granted hereby as more fully set forth in the Z. Spoke Financing Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Z. Spoke Financing Documents, the provisions of the Z. Spoke Financing Documents shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations in cash, or the

provision of a letter of indemnity in a form and substance acceptable to Secured Party, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]

In witness whereof, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

Z Spoke LLC

By: \_\_\_\_\_

Jillian Sines  
President

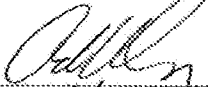
*[Signature Page to Trademark Security Agreement -- Z Spoke]*

**TRADEMARK**  
**REEL: 007094 FRAME: 0427**

ACCEPTED AND AGREED:

SECURED PARTY:

MERCHANT FACTORS CORP.

By   
Name: *Adam Winkler*  
Title: *President*

*[Signature Page to Trademark Security Agreement - Z Spoke]*

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATION

Registration:

Trademark	Registration Number	Jurisdiction	Owner
ZAC POSEN	2667345	United States	Z Spoke LLC
ZAC POSEN	3,397,477	United States	Z Spoke LLC
ZAC POSEN	3,627,605	United States	Z Spoke LLC
Z Jeans	2,950,082	United States	Z Spoke LLC
Z (Stylized)	3,514,942	United States	Z Spoke LLC
Z (Stylized)	3,514,935	United States	Z Spoke LLC
Z SPOKE	3,804,773	United States	Z Spoke LLC
Z SPOKE	3,902,035	United States	Z Spoke LLC
ZS (Stylized)	3,861,043	United States	Z Spoke LLC
Z SPOKE	4,149,919	United States	Z Spoke LLC
TRULY ZAC POSEN	4,617,061	United States	Z Spoke LLC
ZAC POSEN	1195667	Australia	Z Spoke LLC
ZAC POSEN	TMA7439363	Canada	Z Spoke LLC
ZAC POSEN	7585534	China	Z Spoke LLC
ZAC POSEN	7585533	China	Z Spoke LLC
Z SPOKE	7937759	China	Z Spoke LLC
Z SPOKE	8123434	China	Z Spoke LLC
ZAC POSEN	005795935	CTM	Z Spoke LLC
ZAC POSEN	002597011	CTM	Z Spoke LLC
ZAC POSEN FOU DE VOUS	006282586	CTM	Z Spoke LLC
ZAC POSEN CRAZY ABOUT YOU	006380641	CTM	Z Spoke LLC
Z SPOKE	8 775 512	CTM	Z Spoke LLC
TRULY ZAC POSEN	012756714	CTM	Z Spoke LLC
ZAC POSEN	221451	Egypt	Z Spoke LLC
ZAC POSEN (series of 2 marks)	300811160	Hong Kong	Z Spoke LLC
Z SPOKE	301506401	Hong Kong	Z Spoke LLC
Z SPOKE	301563246	Hong Kong	Z Spoke LLC
ZAC POSEN	205,806	Israel	Z Spoke LLC
ZAC POSEN	205,807	Israel	Z Spoke LLC
ZAC POSEN	4580849	Japan	Z Spoke LLC
Z SPOKE	5,322,387	Japan	Z Spoke LLC
Z SPOKE	5,341,608	Japan	Z Spoke LLC
ZAC POSEN	40-0845178	Korea	Z Spoke LLC
Z SPOKE	40-0848916	Korea	Z Spoke LLC
Z SPOKE	40-0869442	Korea	Z Spoke LLC
ZAC POSEN	1060448	Mexico	Z Spoke LLC
ZAC POSEN	1060449	Mexico	Z Spoke LLC
ZAC POSEN	367183	Russia	Z Spoke LLC
ZAC POSEN	459725	Russia	Z Spoke LLC
ZAC POSEN	1190/92	Saudi Arabia	Z Spoke LLC
ZAC POSEN	1208/73	Saudi Arabia	Z Spoke LLC
ZAC POSEN	T11/07952Z	Singapore	Z Spoke LLC

Z SPOKE	T11/07953H	Singapore	Z Spoke LLC
ZAC POSEN	200659642	Turkey	Z Spoke LLC
ZAC POSEN	1320405	Taiwan	Z Spoke LLC
Z SPOKE	1424813	Taiwan	Z Spoke LLC
Z SPOKE	1437084	Taiwan	Z Spoke LLC
ZAC POSEN	158841	Ukraine	Z Spoke LLC
Z SPOKE	161868	Ukraine	Z Spoke LLC

Applications:

Trademark	Application Number	Jurisdiction	Owner
TRULY ZAC POSEN	86/230,144	United States	Z Spoke LLC
ZAC POSEN (Stylized)	86/393,070	United States	Z Spoke LLC
ZAC POSEN (Stylized)	86/393,067	United States	Z Spoke LLC
ZAC POSEN	86/393,056	United States	Z Spoke LLC
ZAC POSEN	86/393,048	United States	Z Spoke LLC
ZAC POSEN	72584	Bahrain	Z Spoke LLC
ZAC POSEN	72586	Bahrain	Z Spoke LLC
ZAC POSEN CRAZY ABOUT YOU	829495983	Brazil	Z Spoke LLC
Z SPOKE	1463806	Canada	Z Spoke LLC
TRULY ZAC POSEN	1 669 829	Canada	Z Spoke LLC
ZAC POSEN CRAZY ABOUT YOU	NEW	China	Z Spoke LLC
ZAC POSEN (Stylized Logo)	TBA	China	Z Spoke LLC
ZAC POSEN (Stylized Logo)	TBA	China	Z Spoke LLC
ZAC ZAC POSEN (Stylized)	NEW	China	Z Spoke LLC
ZAC ZAC POSEN (Stylized)	NEW	China	Z Spoke LLC
ZAC POSEN (Chinese Characters)	NEW	China	Z Spoke LLC
ZAC POSEN (Chinese Characters)	NEW	China	Z Spoke LLC
ZAC POSEN (Chinese Characters)	NEW	China	Z Spoke LLC
ZAC ZAC POSEN (Stylized)	NEW	China	Z Spoke LLC
ZAC ZAC POSEN (Chinese Characters)	NEW	China	Z Spoke LLC
ZAC ZAC POSEN (Chinese Characters)	NEW	China	Z Spoke LLC
ZAC ZAC POSEN (Chinese Characters)	NEW	China	Z Spoke LLC
ZAC POSEN (Stylized)	NEW	China	Z Spoke LLC
ZAC POSEN (Stylized)	NEW	China	Z Spoke LLC
ZAC POSEN (Stylized)	NEW	China	Z Spoke LLC
ZAC POSEN	221452	Egypt	Z Spoke LLC
ZAC POSEN CRAZY ABOUT YOU	NEW	Japan	Z Spoke LLC
ZAC POSEN	127408	Kuwait	Z Spoke LLC

ZAC POSEN CRAZY ABOUT YOU	912684	Mexico	Z Spoke LLC
ZAC POSEN	70075	Qatar	Z Spoke LLC
ZAC POSEN CRAZY ABOUT YOU	NEW	Russia	Z Spoke LLC
ZAC POSEN CRAZY ABOUT YOU	NEW	Turkey	Z Spoke LLC