

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rachel Zoe, Inc.		12/10/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	RZC Agent, LLC
Street Address:	83 Sheldrake Road
City:	Scarsdale
State/Country:	NEW YORK
Postal Code:	10583
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3804840	RACHEL ZOE
Registration Number:	5956560	RACHEL ZOE
Serial Number:	87818598	RACHEL ZOE
Registration Number:	4259344	RACHEL ZOE
Registration Number:	4255430	RACHEL ZOE
Registration Number:	4653139	RLZ
Registration Number:	4656510	LUXE RACHEL ZOE
Serial Number:	88784519	RACHEL ZOE
Serial Number:	88452948	CURATEUR
Serial Number:	90126718	PARRISHLA
Serial Number:	90001854	CURATEUR

CORRESPONDENCE DATA

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.

Email: dctrademarks@faegredrinker.com

Correspondent Name: Tore T. DeBella

Address Line 1: 1500 K Street, NW

Address Line 2: Suite 1100

Address Line 4: Washington, D.C. 20005

TRADEMARK

ATTORNEY DOCKET NUMBER:	221067.1
NAME OF SUBMITTER:	Caitlin P. Canahai
SIGNATURE:	/Caitlin P. Canahai/
DATE SIGNED:	12/16/2020

Total Attachments: 17

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated December 10, 2020, is by and between RACHEL ZOE, INC., a California corporation ("Guarantor"), and RZC Agent, LLC, a Delaware limited liability company, in its capacity as Collateral Agent ("Secured Party") pursuant to the Note Purchase Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as Noteholders (each individually, a "Lender" and collectively, "Lenders").

WITNESSETH:

WHEREAS, Guarantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A hereto and made a part hereof; and

WHEREAS, Rachel Zoe Creations, LLC, a Delaware limited liability company ("Borrower"), Guarantor, Secured Party and Lenders have entered or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Borrower as set forth in the Note Purchase Agreement, dated as of the date hereof, by and among Secured Party, Lenders, Borrower and the Guarantors named therein (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Financing Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to this Agreement (all of the foregoing, together with the Financing Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"). All capitalized terms used herein which are not otherwise defined herein, shall have the meaning ascribed thereto as set forth in the Financing Agreement; and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Financing Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Guarantor has guaranteed the obligations of Borrower to Lenders and has further agreed to grant to Secured Party and Lenders certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Guarantor hereby grants to Secured Party and Lenders a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Guarantor's now

existing or hereafter acquired right, title, and interest in and to: (i) all of Guarantor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Schedule A hereto, together with all rights and privileges arising under applicable law with respect to Guarantor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Guarantor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party on behalf of Lenders pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Guarantor to Secured Party and Lenders and their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Financing Agreement or the other Loan Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Financing Agreement or after the commencement of any case with respect to Guarantor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party and Lenders (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Guarantor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Guarantor shall pay and perform all of the Obligations according to their terms.
- (b) To the best of Guarantor's knowledge, all of the existing Collateral consisting of registered Trademarks, is valid and subsisting in full force and effect, and Guarantor owns the sole,

full and clear title thereto. Guarantor has the right and power to grant the security interest and conditional assignment granted hereunder in all of the existing Collateral. Guarantor shall, at Guarantor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral consisting of registered Trademarks as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Financing Agreement, (ii) the security interests permitted under the Financing Agreement and the Loan Documents, and (iii) the licenses permitted under Section 3(e) below.

(c) Guarantor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Financing Agreement. Nothing in this Section 3(c) shall be deemed to prohibit the use of the Collateral in the ordinary course of business so long as such use is not otherwise expressly prohibited under this Agreement, the Financing Agreement or the other Loan Documents. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Guarantor shall, at Guarantor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party and Lenders to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Guarantor hereby authorizes Secured Party on behalf of itself and Lenders to execute and file one or more financing statements (or similar documents) with respect to the Collateral solely reflecting the grants herein, signed only by Secured Party on behalf of itself and Lenders or as otherwise determined by Secured Party. Guarantor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Guarantor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Schedule A hereto and has not granted any licenses with respect thereto other than as set forth in Schedule B hereto.

(f) Guarantor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit I annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party and Lenders hereunder. The Special Power of Attorney shall only be exercisable by Secured Party after the occurrence of an Event of Default hereunder.

(g) Secured Party, on behalf of itself and Lenders may, in its discretion, pay any amount or do any act which Guarantor fails to pay or do as required hereunder or as requested by Secured Party and Lenders to preserve, defend, protect, maintain, record or enforce the Obligations, the

Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees and legal expenses. Guarantor shall be liable to Secured Party and Lenders for any such payment, which payment shall be deemed an advance by Secured Party and Lenders to Guarantor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Guarantors to Secured Party and Lenders set forth in the Loan Documents and shall be part of the Obligations secured hereby.

(h) In the event Guarantor files any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, Guarantor shall provide Secured Party and Lenders thirty (30) days prior written notice of such action. If, after the date hereof, Guarantor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Guarantor shall promptly execute and deliver to Secured Party and Lenders any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party and Lenders to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Guarantor has not abandoned any of the registered Trademarks and Guarantor will not do any act, nor omit to do any act, whereby the registered Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Guarantor shall notify Secured Party and Lenders immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the registered Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Guarantor shall render any assistance as Secured Party shall reasonably determine is necessary to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the registered Trademarks as Guarantor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the knowledge of Guarantor, no material infringement or unauthorized use presently is being made of any of the registered Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party and Lenders hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Guarantor is a party. Guarantor shall promptly notify Secured Party and Lenders if Guarantor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Guarantor, at Guarantor's expense, shall join with Secured Party in such

action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's and Lenders' interest in and to the registered Trademarks.

(l) Guarantor assumes all responsibility and liability arising from the use of the Trademarks and Guarantor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Guarantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Guarantor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Financing Agreement.

(m) Guarantor shall promptly pay Secured Party for any and all expenditures made by Secured Party on behalf of itself and Lenders pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Guarantors to Secured Party and Lenders set forth in the Financing Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Financing Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and Lenders, whether provided under this Agreement, the Financing Agreement, the other Loan Documents, applicable law or otherwise, Secured Party and Lenders shall have the following rights and remedies which may be exercised without notice to, or consent by, Guarantor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party and Lenders may require that neither Guarantor nor any affiliate or subsidiary of Guarantor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party and Lenders may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party on behalf of itself and Lenders by Guarantor or any subsidiary or affiliate of Guarantor or for such other reason as Secured Party and Lenders may determine.

(b) Secured Party and Lenders may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party and Lenders shall in their discretion deem appropriate. Such license or licenses may be general, special

or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party and Lenders may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Guarantor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Guarantor of any proposed disposition shall be deemed reasonable notice thereof and Guarantor waives any other notice with respect thereto. Secured Party and Lenders shall have the power to buy the Collateral or any part thereof, and Secured Party and Lenders shall also have the power to execute assurances and perform all other acts which Secured Party and Lenders may, in their discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Guarantor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party and Lenders may at any time execute and deliver on behalf of Guarantor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Guarantor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Guarantor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party and Lenders may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Guarantor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Guarantor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Guarantor to Secured Party set forth in the Financing Agreement.

(f) Nothing contained herein shall be construed as requiring Secured Party and Lenders to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. RELEASE OF COLLATERAL

Upon the payment in full of the Secured Obligations, the security interests granted hereby shall automatically terminate and all rights to the Collateral shall revert to the Guarantor, and this Agreement shall terminate and be of no further force or effect. Upon any such termination or if any Collateral shall be sold, transferred or otherwise disposed of by the Guarantor in a transaction not prohibited by the Note Purchase Agreement, then the Collateral Agent, at the request and sole expense of Guarantor, shall promptly execute and deliver to Guarantor all releases and other documents, and take such other

action, reasonably necessary for the release of the Liens created hereby or by any other Collateral Document on such Collateral.

**7. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW**

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Guarantor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the courts of the State of New York, New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Guarantor and Secured Party in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Guarantor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Guarantor or its property).

(c) Guarantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Guarantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Guarantor shall appear in answer to such process, failing which Guarantor shall be deemed in default and judgment may be entered by Secured Party against Guarantor for the amount of the claim and other relief requested.

(d) GUARANTOR, SECURED PARTY AND LENDERS EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF GUARANTOR, SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GUARANTOR, SECURED PARTY AND EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GUARANTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF

GUARANTOR, SECURED PARTY AND LENDERS TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Guarantor (whether in tort, contract, equity or otherwise) for losses suffered by Guarantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party and Lenders that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Loan Documents.

8. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Guarantor: Rachel Zoe, Inc.
700 N. San Vicente Blvd
8th Floor
Los Angeles, CA 90069
Attention: Rodger Berman, Co-CEO

If to Secured Party: RZC AGENT, LLC, as Collateral Agent
87 Sheldrake Road
Scarsdale, New York 10583
Attention: Jay Petschek, Manager

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Guarantor, Secured Party, Lender and Borrower pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words “hereof,” “herein,” “hereunder,” “this Agreement” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 8(e) hereof. All references to the term “Person” or “person” herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association,

joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Guarantor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.


(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party and of Guarantor. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party and Lenders of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party and Lenders would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, e-mail and other electronic transmission signatures of this Agreement shall be deemed to be original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor and Secured Party on behalf of itself and Lenders have executed this Trademark Collateral Assignment and Security Agreement as of the day and year first above written.

RACHEL ZOE, INC.,
a California corporation

By: 
Name: Rodger Berman
Title: Co-CEO

RZC AGENT, LLC, a Delaware limited liability company

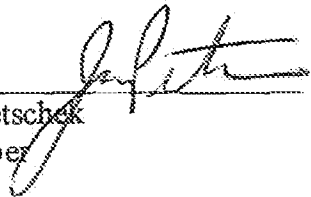
By: _____
Name:
Title:

IN WITNESS WHEREOF, Guarantor and Secured Party on behalf of itself and Lenders have executed this Trademark Collateral Assignment and Security Agreement as of the day and year first above written.

RACHEL ZOE, INC.,
a California corporation



By: _____
Name:
Title:



RZC AGENT, LLC, a Delaware limited liability company

By:  _____
Name: Jay Petschek
Title: Member

**SCHEDULE A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Country	Registration Date	Registration / Serial Number
RACHEL ZOE	U.S.	06/15/2010	3804840
RACHEL ZOE	U.S.	01/07/2020	5956560
RACHEL ZOE	U.S.	Filed Statement of Use on 10/30/2020; registration number pending	87818598
RACHEL ZOE	U.S.	12/11/2012	4259344
RACHEL ZOE stylized logo mark 	U.S.	12/4/2012	4255430
RLZ stylized logo mark 	U.S.	12/09/2014	4653139
LUXE RACHEL ZOE stylized logo	U.S.	12/16/2014	4656510


Mark	Country	Registration Date	Registration / Serial Number
mark 			
RACHEL ZOE	U.S.	Filed new intent-to-use trademark application on 02/04/2020; mark is scheduled for publication on 11/24/2020.	88784519
CURATEUR	U.S.	Filed new intent-to-use trademark application on 05/30/2019; filed Statement of Use on 10/12/2020	88452948
PARRISHLA	U.S.	Filed new use-based trademark application on 09/23/2020	90126718
CURATEUR stylized logo mark 	U.S.	Filed new intent-to-use trademark application on 06/15/2020; mark is scheduled for publication on 10/27/2020	90001854
RACHEL ZOE	Argentina	07/24/2015	2743134
RACHEL ZOE	Argentina	07/24/2015	2743136
RACHEL ZOE	Argentina	07/24/2015	2743135
RACHEL ZOE	Argentina	07/24/2015	2743137
RACHEL ZOE	Australia	03/05/2018	1911119
RACHEL ZOE	Australia	03/03/2014	1201241
RACHEL ZOE	Australia	03/22/2018	1915391
RACHEL ZOE	Belarus	06/18/2012	1133380


Mark	Country	Registration Date	Registration / Serial Number
RACHEL ZOE	Brazil	2/13/2017	Application #908055552
		2/13/2017	Application #908055927
		2/13/2017	Application # 908055820
		2/13/2017	Application # 908056125
RACHEL ZOE	China	(Pending)	Application # 14388492
RACHEL ZOE	China	06/18/2012	1133380
RACHEL ZOE	China	01/21/2016	14388493
			14388491
RACHEL ZOE	Croatia	06/18/2012	1133380
RACHEL ZOE	European Union	06/18/2012	1133380
RACHEL ZOE	European Union	03/07/2018	17868534
RACHEL ZOE	European Union	07/28/2018	017878644
RACHEL ZOE	Hong Kong	05/05/2014	302985607
RACHEL ZOE	India	03/03/2014	1201241
RACHEL ZOE	Japan, European Union	09/23/2008	990844
RACHEL ZOE	Israel	06/18/2012	1133380
RACHEL ZOE	Republic of Korea (South Korea)	06/18/2012	1133380
RACHEL ZOE	Kuwait	unknown	unknown
RACHEL ZOE	Mexico	03/03/2014	1201241
RACHEL ZOE	Monaco	06/18/2012	1133380
RACHEL ZOE	New Zealand	03/03/2014	1201241
RACHEL ZOE	Norway	06/18/2012	1133380
RACHEL ZOE	Philippines	03/03/2014	1201241
RACHEL ZOE	Russian Federation	06/18/2012	1133380

Mark	Country	Registration Date	Registration / Serial Number
RACHEL ZOE	Saudi Arabia	07/01/2014	Application # 1435022919
			Application # 1435022920
			Application # 1435022921
			Application # 1435022922
RACHEL ZOE	Serbia	06/18/2012	1133380
RACHEL ZOE	Singapore	06/18/2012	1133380
RACHEL ZOE	Switzerland	06/18/2012	1133380
RACHEL ZOE	Taiwan	04/16/2015	01703847
RACHEL ZOE	Thailand	6/26/2014	Application #942892
			Application #942893
			Application #942894
			Application #942895
RACHEL ZOE	Turkey	06/18/2012	1133380
RACHEL ZOE	Ukraine	06/18/2012	1133380
RACHEL ZOE	United Arab Emirates	10/19/14	219784
			219785
			219786
			219787
RACHEL ZOE	United Kingdom	03/05/2018	3294283
RACHEL ZOE	United Kingdom	03/21/2018	3298419
RACHEL ZOE	Vietnam	09/13/2018	305486

**SCHEDULE B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

<u>LICENSEE</u>	<u>TRADEMARK</u>
TwoRoger Associates, Ltd. d/b/a MODO Eyewear	RACHEL ZOE RZ by RACHEL ZOE
Manhattan Beachwear, Inc.	RACHEL ZOE RACHEL ZOE
ACCO Brands USA LLC (a subsidiary of ACCO Brands Licensing)	RACHEL ZOE
The TJX Companies, Inc.	RACHEL ZOE RACHEL ZOE
The Premiere Group Ltd.	RACHEL ZOE RACHEL ZOE
Aldo U.S. Inc.	RACHEL ZOE RACHEL ZOE 
Williams-Sonoma, Inc.	RACHEL ZOE
Janie and Jack, LLC	RACHEL ZOE
Rachel Zoe Creations, LLC	RACHEL ZOE RACHEL ZOE 
Rachel Zoe Enterprises, LLC	RACHEL ZOE RACHEL ZOE

	
<p>Zoe Media Group, LLC</p>	<p>RACHEL ZOE RACHEL ZOE</p> 