

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lugano Diamonds & Jewelry Inc.		09/03/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Compass Group Diversified Holdings LLC		
Street Address:	301 Riverside Avenue, Second Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3601977	LUGANO	
Registration Number:	3685190	LUGANO	
Registration Number:	4353852	SMART DIAMOND	
Registration Number:	4513295	LUGANO PRIV?	
Registration Number:	4513294	LUGANO PRIVÉ	
CORRESPONDENCE DATA			
Fax Number:	5133611201		
<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:	513-361-1200		
Email:	ip-squiretm@squirepb.com		
Correspondent Name:	Samantha M. Caspar		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	201 E. Fourth St., Suite 1900		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	052292.00117		
NAME OF SUBMITTER:	Samantha M. Caspar		
SIGNATURE:	/s/ SMC		
DATE SIGNED:	09/08/2021		

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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this “Security Agreement”) is entered into as of September 3, 2021, by Lugano Diamonds & Jewelry Inc., a California corporation (the “Grantor”), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company (“Secured Party”), pursuant to the terms of that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Secured Party, the Grantor and those other parties thereto, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantor’s right, title and interest in the Trademarks and Patents (listed on Schedule A hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office (“USPTO”) the grant of a security interest in the Trademarks and Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and Patents granted hereby are more fully set forth in Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the USPTO shall: (i) complete accurately, and include as part of such filing, the USPTO’s “Recordation Form Cover Sheet” for trademarks and patents and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN TESTIMONY WHEREOF, Grantor and the Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

GRANTOR:

LUGANO DIAMONDS & JEWELRY INC.

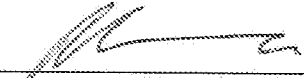
By: Scott Sussman
Name: Scott Sussman
Title: Chief Financial Officer

[Signature page 1 of 2 to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007416 FRAME: 0175

SECURED PARTY:

**COMPASS GROUP DIVERSIFIED
HOLDINGS LLC**

By:  _____

Name: Ryan Faulkingham

Title: Chief Financial Officer

[Signature page 2 of 2 to Intellectual Property Security Agreement]

SCHEDULE A

Registered Trademarks:

Grantor	Trademark	Registration No.	Registration Date	Jurisdiction
Lugano Diamonds & Jewelry Inc.	SMART DIAMOND	3601977	4/7/2009	U.S.
Lugano Diamonds & Jewelry Inc.	LUGANO PRIVÉ	3685190	9/22/2009	U.S.
Lugano Diamonds & Jewelry Inc.	LUGANO PRIVE (Stylized)	4353852	6/18/2013	U.S.
Lugano Diamonds & Jewelry Inc.	LUGANO (Stylized)	4513295	4/15/2014	U.S.
Lugano Diamonds & Jewelry Inc.	LUGANO	4513294	4/15/2014	U.S.

Trademark Applications:

Grantor	Trademark	Application No.	File Date	Jurisdiction
Lugano Diamonds & Jewelry Inc.	Lugano An Experience As Remarkable As Our Collection	018513709	7/14/2021	U.S.