

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM701680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rachel Zoe, Inc.		12/22/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pasadena Private Finance, LLC		
Street Address:	2 North Lake Avenue, Suite 510		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3804840	RACHEL ZOE	
Registration Number:	5956560	RACHEL ZOE	
Registration Number:	6222265	RACHEL ZOE	
Registration Number:	4259344	RACHEL ZOE	
Registration Number:	4255430	RACHEL ZOE	
Registration Number:	4653139	RLZ	
Registration Number:	4656510	LUXE RACHEL ZOE	
Registration Number:	6357091	RACHEL ZOE	
Serial Number:	90421849	LUXE RACHEL ZOE	
Serial Number:	90421949	RLZ	
CORRESPONDENCE DATA			
Fax Number:	9497014712		
<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:	9492953996		
Email:	tawnya@trwlawgroup.com		
Correspondent Name:	Tawnya Wojciechowski		
Address Line 1:	1990 MACARTHUR BOULEVARD, SUITE 530		
Address Line 4:	IRVINE, CALIFORNIA 92612		

OP \$265.00 3804840

NAME OF SUBMITTER:	Tawnya Wojciechowski
SIGNATURE:	/trw/
DATE SIGNED:	01/12/2022
Total Attachments: 17 source=Trademark Assignment Rachel Zoe084#page1.tif source=Trademark Assignment Rachel Zoe084#page2.tif source=Trademark Assignment Rachel Zoe084#page3.tif source=Trademark Assignment Rachel Zoe084#page4.tif source=Trademark Assignment Rachel Zoe084#page5.tif source=Trademark Assignment Rachel Zoe084#page6.tif source=Trademark Assignment Rachel Zoe084#page7.tif source=Trademark Assignment Rachel Zoe084#page8.tif source=Trademark Assignment Rachel Zoe084#page9.tif source=Trademark Assignment Rachel Zoe084#page10.tif source=Trademark Assignment Rachel Zoe084#page11.tif source=Trademark Assignment Rachel Zoe084#page12.tif source=Trademark Assignment Rachel Zoe084#page13.tif source=Trademark Assignment Rachel Zoe084#page14.tif source=Trademark Assignment Rachel Zoe084#page15.tif source=Trademark Assignment Rachel Zoe084#page16.tif source=Trademark Assignment Rachel Zoe084#page17.tif	

**EXHIBIT I
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

KNOW ALL MEN BY THESE PRESENTS, that RACHEL ZOE, INC., a Delaware corporation ("Borrower"), having an office at 700 N. San Vicente Blvd., Los Angeles, CA 90009, hereby appoints and constitutes, PASADENA PRIVATE FINANCE, LLC, a California limited liability company ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower, subject to the terms of the Security Agreement referred to below:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.





2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Guarantor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: December 17th, 2021

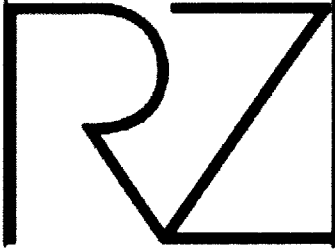
RACHEL ZOE, INC.,
a California corporation

By: Rodger Berman
Name: Rodger Berman
Title: President

<p>QVC, Inc.</p> <p>Rachel Zoe Creations, LLC</p>	<p>LUXE RACHEL ZOE</p> <p>RACHEL ZOE</p> <p>RACHEL ZOE</p>
<p>Rachel Zoe Enterprises, LLC</p>	<p>RACHEL ZOE</p> <p>RACHEL ZOE</p>   <p><i>luxe</i> RACHEL ZOE</p>
<p>Zoe Media Group, LLC</p>	<p>RACHEL ZOE</p> <p>RACHEL ZOE</p>   <p><i>luxe</i> RACHEL ZOE</p>

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

LIST OF LICENSES



LICENSEE	TRADEMARK
TwoRoger Associates Ltd. d/b/a MODO Eyewear	RACHEL ZOE RZ by RACHEL ZOE
ACCO Brands USA LLC (a subsidiary of ACCO Brands Licensing)	RACHEL ZOE
The TJX Companies, Inc.	RACHEL ZOE RZ by RACHEL ZOE
The Premiere Group Ltd.	RACHEL ZOE RZ by RACHEL ZOE
Aldo U.S. Inc.	RACHEL ZOE RZ by RACHEL ZOE 
Azzure Home, Inc.	RACHEL ZOE RZ by RACHEL ZOE
5th Avenue Intimate Incorporated	RACHEL ZOE RZ by RACHEL ZOE RZ BY RACHEL ZOE
Keeco, LLC	RACHEL ZOE RZ by RACHEL ZOE
Reunited LLC	RACHEL ZOE
Bloomin Baby, LLC	RACHEL ZOE RZ by RACHEL ZOE
Brewster Home Fashions LLC	RACHEL ZOE RZ by RACHEL ZOE

Mark	Country	Registration Date	Registration / Serial Number
RACHEL ZOE	Thailand	06/26/2014	Application #942893
RACHEL ZOE	Thailand	06/26/2014	Application #942894
RACHEL ZOE	Thailand	06/26/2014	Application #942895
RACHEL ZOE	Turkey	06/18/2012	1133380
RACHEL ZOE	Ukraine	06/18/2012	1133380
RACHEL ZOE	United Arab Emirates	10/19/2014	219784
RACHEL ZOE	United Arab Emirates	10/19/2014	219785
RACHEL ZOE	United Arab Emirates	10/19/2014	219786
RACHEL ZOE	United Arab Emirates	10/19/2014	219787
RACHEL ZOE	United Kingdom	01/07/2020	3294283
RACHEL ZOE	United Kingdom	03/05/2018	3298419
RACHEL ZOE	Vietnam	03/21/2018	305486

Mark	Country	Registration Date	Registration / Serial Number
RACHEL ZOE	Belarus	06/18/2012	1133380
RACHEL ZOE	Brazil	02/13/2017	Application #908055552
RACHEL ZOE	Brazil	02/13/2017	Application #908055927
RACHEL ZOE	Brazil	02/13/2017	Application #908055820
RACHEL ZOE	Brazil	02/13/2017	Application #908056125
RACHEL ZOE	China	(Pending)	Application #14388492
RACHEL ZOE	China	06/8/2012	1133380
RACHEL ZOE	China	01/07/2020	14388493
RACHEL ZOE	China	01/21/2016	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
RACHEL ZOE	Saudi Arabia	07/01/2014	Application #1435022919
RACHEL ZOE	Saudi Arabia	07/01/2014	Application #1435022920
RACHEL ZOE	Saudi Arabia	07/01/2014	Application #1435022921
RACHEL ZOE	Saudi Arabia	07/01/2014	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	06/26/2014	Application #942892

**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.	12/15/2020	6222265
RACHEL ZOE	U.S.	12/11/2012	4259344
RACHEL ZOE Stylized logo mark	U.S.	12/04/2012	4255430
RLZ Stylized logo mark 	U.S.	12/09/2014	4653139
LUXE RACHEL ZOE stylized logo mark 	U.S.	12/16/2014	4656510
RACHEL ZOE	U.S.	5/18/2021	6357091
LUXE RACHEL ZOE	U.S.	Filed new intent-to-use trademark application on 12/28/2020	900421849
RLZ	U.S.	Filed new intent-to-use trademark application on 12/28/2020	900421949
RACHEL ZOE	Argentina	07/24/2015	2743134
RACHEL ZOE	Argentina	07/24/2015	2743135
RACHEL ZOE	Argentina	07/24/2015	2743136
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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On 12/17/2021, 2021, before me, Vanessa Daniel, Notary Public, personally appeared Rodger Berman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

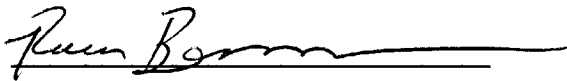
WITNESS my hand and official seal.

Vanessa Daniel



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

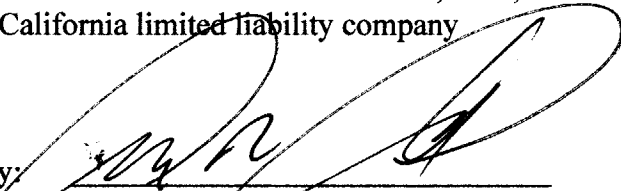
RACHEL ZOE, INC.
a California corporation

By: 

Name: Rodger Berman

Title: President

PASADENA PRIVATE FINANCE, LLC,
a California limited liability company

By: 

Name: Craig R. Colbath

Title: Chief Administrative Officer

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

(e) Secured Party shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower 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 that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party 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: Pasadena Private Finance, LLC
2 North Lake Avenue, Suite 510
Pasadena, California 91101
Attn: Craig R. Colbath,
Chief Administrative Officer

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Borrower and Secured Party 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.

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 California 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 California.

(b) Borrower and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the courts of the State of California, Los Angeles County and the United States District Court for the Southern District of California, 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 Borrower 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 Borrower 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 Borrower or its property).

(c) Borrower 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 Borrower in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Borrower shall appear in answer to such process, failing which Borrower shall be deemed in default and judgment may be entered by Secured Party against Borrower for the amount of the claim and other relief requested.

(d) BORROWER AND SECURED PARTY 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 BORROWER AND SECURED PARTY 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. BORROWER AND 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 BORROWER OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF BORROWER AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in their discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower 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 may at any time execute and deliver on behalf of Borrower, 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. Borrower agrees to pay Secured Party 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. Borrower agrees that Secured Party have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party 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. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Borrower shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Borrower shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Financing Agreement.

(f) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's 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 Borrower, 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 Borrower in a transaction not prohibited by the Loan Agreement, then Secured Party, at the request and sole expense of Borrower, shall promptly execute and deliver to Borrower r 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.

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 Borrower (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 Borrower (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) Borrower shall promptly pay Secured Party for any and all expenditures made by Secured Party 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 Borrower to Secured Party 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, whether provided under this Agreement, the Financing Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Borrower nor any affiliate or subsidiary of Borrower make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party 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 by Borrower or any subsidiary or affiliate of Borrower or for such other reason as Secured Party may determine.

(b) Secured Party 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 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 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 Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice

the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Loan Documents and shall be part of the Obligations secured hereby.

(h) In the event Borrower 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, Borrower shall provide Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Borrower 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, Borrower shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Borrower has not abandoned any of the registered Trademarks and Borrower will not do any act, nor omit to do any act, whereby the registered Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Borrower shall notify Secured Party 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) Borrower 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 Borrower'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 Borrower, 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 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 Borrower is a party. Borrower shall promptly notify Secured Party if Borrower (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, Borrower, at Borrower'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 interest in and to the registered Trademarks.

(l) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies and holds Secured Party harmless from and

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) Borrower 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 to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party 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. Borrower hereby authorizes Secured Party 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 or as otherwise determined by Secured Party. Borrower 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, Borrower 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) Borrower 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 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 may, in its discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by Secured Party 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. Borrower shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Borrower, shall be payable on demand together with interest at

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 Borrower'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 Borrower 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 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 Borrower to Secured Party and its 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 Borrower 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 (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) Borrower shall pay and perform all of the Obligations according to their terms.
- (b) To the best of Borrower's knowledge, all of the existing Collateral consisting of registered Trademarks, is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto. Borrower has the right and power to grant the security interest and conditional assignment granted hereunder in all of the existing Collateral. Borrower shall, at Borrower'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

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated December 22, 2021, is by and between RACHEL ZOE, INC., a California corporation ("Borrower"), and PASADENA PRIVATE FINANCE, LLC, a California limited liability company, its successors and assigns ("Secured Party").

WITNESSETH:

WHEREAS, Borrower 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 ("Co-Borrower"), Borrower, and Secured Party have entered into financing arrangements pursuant to which Secured Party shall make loan and provide other financial accommodations to Borrower and Co-Borrower as set forth in that certain Loan Agreement, dated as of the date hereof, by and among Secured Party, Borrower, Co-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 to enter into the Financing Agreement and the other Loan Documents and to make the loan and provide other financial accommodations to Borrower and Co-Borrower pursuant thereto, Borrower has agreed to grant to Secured Party 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, Borrower 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), Borrower hereby grants to Secured Party 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 Borrower's now existing or hereafter acquired right, title, and interest in and to: (i) all of Borrower'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