

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FABIAN COUTURE HOLDINGS, LLC		12/20/2022	Limited Liability Company: DELAWARE
FABIAN COUTURE GROUP, INC.		12/20/2022	Corporation: DELAWARE
FABIAN COUTURE GROUP, LLC		12/20/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WOODFOREST NATIONAL BANK		
Street Address:	300 Crescent Court, Suite 1130		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6230276	COUTURE 1910	
Registration Number:	6464463	DRESSCODE	
Serial Number:	97621330	FABIAN COUTURE	
Serial Number:	97621342	FABIAN COUTURE GROUP	
Serial Number:	97233624	NEIL ALLYN	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	PTO-KC@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	539865.33		

CH \$140.00 6230276

NAME OF SUBMITTER:	Olivia Miller
SIGNATURE:	/Olivia Miller/
DATE SIGNED:	02/16/2023
Total Attachments: 6 source=Collateral Assignment of Trademarks#page1.tif source=Collateral Assignment of Trademarks#page2.tif source=Collateral Assignment of Trademarks#page3.tif source=Collateral Assignment of Trademarks#page4.tif source=Collateral Assignment of Trademarks#page5.tif source=Collateral Assignment of Trademarks#page6.tif	

to Pledge and Security Agreement

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of December 20, 2022 ("Agreement"), between FABIAN COUTURE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), FABIAN COUTURE GROUP, INC., a Delaware corporation ("Fabian Inc."), FABIAN COUTURE GROUP, LLC, a Delaware limited liability company ("Fabian LLC", together with Holdings and Fabian Inc., collectively, and their successors and assigns, the "Assignor"), and WOODFOREST NATIONAL BANK, a national banking association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of December 20, 2022 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among FABIAN COUTURE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), FABIAN COUTURE GROUP, INC., a Delaware corporation ("Fabian Inc."), FABIAN COUTURE GROUP, LLC, a Delaware limited liability company ("Fabian LLC" and Fabian Inc., jointly and severally, "Guarantor"), the other Persons party thereto as Credit Parties, the lenders party thereto (the "Lenders") and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of December 20, 2022 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby collaterally assigns, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the

world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all Trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of Trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof, in each case, to the extent permitted by such licenses or agreements;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all Proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

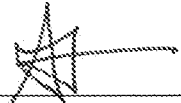
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Signature Pages Follow.

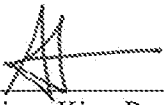
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNOR:


FABIAN COUTURE HOLDINGS, LLC

By:  _____
Addison Kim, President

FABIAN COUTURE GROUP, LLC

By:  _____
Addison Kim, President

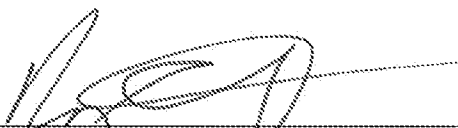
FABIAN COUTURE GROUP, INC.

By:  _____
Addison Kim, President

Accepted and acknowledged by:

WOODFOREST NATIONAL BANK,
as Administrative Agent

By: _____

A handwritten signature in black ink, appearing to read "R. Stuart", is written over a horizontal dotted line.

Name: Ryan Stuart

Title: Senior Vice President

Schedule A

to Collateral Assignment of Trademarks

Trademark	Registration Number	Serial Number	Filing Date	Registration Date	Owner
COUTURE 1910	6,230,276	88-199,876	Nov 19, 2018	Dec 22, 2020	Fabian Couture Group, LLC
DRESSCODE	6,464,463	88-778,496	Jan 30, 2020	Aug 24, 2021	Fabian Couture Group, LLC
FABIAN COUTURE	N/A	97-621,330	Oct 6, 2022	N/A	Fabian Couture Group, LLC
FABIAN COUTURE GROUP	N/A	97-621,342	Oct 6, 2022	N/A	Fabian Couture Group, LLC
NEIL ALLYN	N/A	97-233,624	Jan 23, 2022	N/A	Fabian Couture Group, LLC