

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Europa Eyewear LLC		04/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TWIN BROOK CAPITAL PARTNERS, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	97507521	SIRMONT	
Registration Number:	6873938	CALOBAR	
Registration Number:	6775568	COSMETAN	
Registration Number:	6775567	TRUE-TONE	
Registration Number:	6605244	VICTORY OPTICAL	
Registration Number:	6603787	TRUE-COLOR	
Registration Number:	6604187	SARATOGA	
Registration Number:	4933594	STATE	
Registration Number:	4295770	V	
Registration Number:	4295487	V CO	
Registration Number:	4760591	VICTORY	
Registration Number:	4669424	VICTORY COLLECTION	
Registration Number:	4669423	VICTORY OPTICAL COLLECTION	
Registration Number:	3679671	MICHAEL RYEN	
Registration Number:	3188951	ADIN THOMAS	
Registration Number:	2854161	CINZIA	
Registration Number:	1897426	EUROPA	
Registration Number:	2021584	SCOTT HARRIS	
Registration Number:	2078477	ORIGINAL PILOT SUNGLASS	

OP \$490.00 97507521

CORRESPONDENCE DATA**Fax Number:** 3128637806*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.***Phone:** 3128637198**Email:** nancy.brougher@goldbergkohn.com**Correspondent Name:** Nancy J. Brougher, Paralegal**Address Line 1:** Goldberg Kohn Ltd.**Address Line 2:** 55 East Monroe, Suite 3300**Address Line 4:** CHICAGO, ILLINOIS 60603**ATTORNEY DOCKET NUMBER:** 7428.088**NAME OF SUBMITTER:** Nancy Brougher**SIGNATURE:** /njb/**DATE SIGNED:** 04/04/2023**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of April 3, 2023, is made by EUROPA EYEWEAR LLC, a Delaware limited liability company f/k/a EUROPA EYEWEAR CORP., an Illinois corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for certain Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of April 3, 2023, with and in favor of Agent for the ratable benefit of the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Grantor has pledged and granted to Agent for the ratable benefit of the Lenders a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Guarantee and Collateral Agreement), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all Proceeds (as defined in the Guarantee and Collateral Agreement) of any and all of the foregoing.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include the Excluded Property (as defined in the Guarantee and Collateral Agreement).

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guarantee

and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and 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. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.


6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.


[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EUROPA EYEWEAR LLC, a Delaware limited liability company, f/k/a **EUROPA EYEWEAR CORP.**, an Illinois corporation, as Grantor

By: 
Name: Evan Cottington
Title: Secretary

TWIN BROOK CAPITAL PARTNERS, LLC, as
Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer



SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADE NAMES:

Europa uses the following trade names:

1. Europa International
2. Cinzia
3. State Optical Co.
4. AO Eyewear
5. Invu-USA

REGISTERED AND APPLIED-FOR TRADEMARKS:

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
SIRMONT	97507521	Pending – Application filed 07/18/22	N/A	N/A	Europa Eyewear LLC
CALOBAR	90694408	Registered	6873938	10/11/22	Europa Eyewear LLC
COSMETAN	90047378	Registered	6775568	06/28/22	Europa Eyewear LLC
TRUE-TONE	90047366	Registered	6775567	06/28/22	Europa Eyewear LLC
VICTORY OPTICAL	90232259	Registered	6605244	01/04/22	Europa Eyewear LLC
TRUE-COLOR	90047395	Registered	6603787	12/28/21	Europa Eyewear LLC
SARATOGA	88796408	Registered	6604187	12/28/21	Europa Eyewear LLC
STATE	86479631	Registered	4933594	04/05/16	Europa Eyewear LLC
	85688466	Registered	4295770	02/26/13	Europa Eyewear LLC
	85669715	Registered	4295487	02/26/13	Europa Eyewear LLC
VICTORY	85669771	Registered	4760591	06/23/15	Europa Eyewear LLC
VICTORY COLLECTION	85669745	Registered	4669424	01/13/15	Europa Eyewear LLC
VICTORY OPTICAL COLLECTION	85669728	Registered	4669423	01/13/15	Europa Eyewear LLC
MICHAEL RYEN	77680020	Registered	3679671	09/08/09	Europa Eyewear LLC
ADIN THOMAS	78670327	Registered	3188951	12/26/06	Europa Eyewear LLC
CINZIA	76093712	Registered	2854161	06/15/04	Europa Eyewear LLC
EUROPA	74536866	Registered	1897426	06/06/95	Europa Eyewear LLC
SCOTT HARRIS	74492983	Registered	2021584	12/10/96	Europa Eyewear LLC
AMERICAN MOSAIC EYEWEAR	97622239	Pending – Application filed 10/06/22	N/A	N/A	Europa Eyewear LLC
ORIGINAL PILOT SUNGLASS	75001885	Registered	2078477	07/15/97	Europa Eyewear LLC

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
EUROPA	Application No.: 1725962	Registered (Canada)	TMA935629	04/21/2016	Europa Eyewear LLC
SCOTT HARRIS	Application No.: 0753820	Registered (Canada)	TMA599867	01/19/2004	Europa Eyewear LLC