

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM840696

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLEUR DU MAL LLC		03/14/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC BANK USA, NATIONAL ASSOCIATION		
<b>Street Address:</b>	4452 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4290077	FLEUR DU MAL	
<b>Registration Number:</b>	4457758	F	
<b>Serial Number:</b>	97372140	FLEUR DU MAL	
<b>Serial Number:</b>	97401704	FLEUR DU MAL	
<b>Serial Number:</b>	97298162	FLEUR DU MAL	
<b>Serial Number:</b>	97411711	FLEUR DU MAL	
<b>Serial Number:</b>	97401747	FLEUR DU MAL	
<b>Serial Number:</b>	97438379	FLEUROTICA	
<b>Serial Number:</b>	97438399	NIGHT FEVER	
<b>Serial Number:</b>	97438439	FLEUR FATALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Results-UCCTeam6@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125 #95140977TF		

OP \$265.00 4290077

**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Jennifer Owens

**SIGNATURE:** /Jennifer Owens/

**DATE SIGNED:** 09/20/2023

**Total Attachments: 13**

source=HSBC\_Fleur du Mal To be filed with USPTO IP Security Agreement#page1.tif  
source=HSBC\_Fleur du Mal To be filed with USPTO IP Security Agreement#page2.tif  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

FLEUR DU MAL LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) March 14, 2023

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: HSBC BANK USA, NATIONAL ASSOCIATION

Street Address: 452 Fifth Avenue

City: New York

State: New York

Country: USA Zip: 10018

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule II attached.

B. Trademark Registration No.(s)

See Schedule II attached.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Jennifer Owens

Internal Address: c/o Thompson Coburn LLP

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212 478-7200

Docket Number: \_\_\_\_\_

Email Address: jowens@thomsoncoburn.com

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

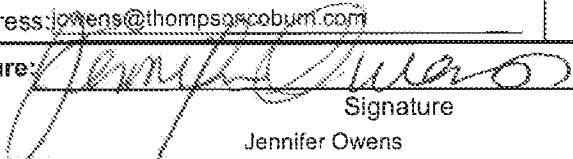
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Jennifer Owens

Name of Person Signing

September 19, 2023

Date

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 14, 2023, is made by Fleur du Mal LLC, a Delaware limited liability company (the “Grantor”) in favor of HSBC BANK USA, NATIONAL ASSOCIATION (“HSBC”).

### BACKGROUND

Pursuant to that certain Line Letter Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Line Letter”) by and between Grantor and HSBC. HSBC has agreed to issue letters of credit and make loans to Grantor (collectively, the “Loans”) pursuant to the Line Letter.

HSBC is willing to make the Loans as provided for in the Line Letter, but only upon the condition, among others, that Grantor shall have executed and delivered to HSBC this Intellectual Property Security Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Line Letter and the Security Agreement (as defined below), as applicable.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Intellectual Property Security Agreement” means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any other country, any state or territory thereof; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to HSBC a continuing first priority security interest in and lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I and Schedule IV hereto;

(b) all of its Trademarks, including all goodwill of the business connected with the use of, and symbolized by each Trademark, and Trademark Licenses to which it is a party including those referred to on Schedule II and Schedule IV hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III and Schedule IV hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. Representations and Warranties. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-IV, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing lien on and, upon the filing of an appropriate financing statement in the applicable filing office in the state of formation of Grantor and the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of HSBC in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of an appropriate financing statement in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect HSBC's lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Grantor covenants and agrees with HSBC as follows:

(a) Grantor shall notify HSBC immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In the event Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, Grantor shall (i) use commercially reasonable efforts to notify HSBC in writing of such application and (ii) at HSBC's request, execute and deliver a supplement hereto (in form and substance reasonably satisfactory to HSBC) to evidence HSBC's lien on such Patent, Trademark or Copyright, and any other general intangibles (as defined in Article 9 of the Uniform Commercial Code), as applicable, of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by HSBC in writing, but only to the extent allowable under applicable law, to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing) material to Grantor's business, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, in each case subject to Grantor's good faith discretion, consistent with its sound business judgment. Grantor shall not be required to continue marketing a product with a Trademark solely for the purpose of obtaining or maintaining a registration therefor.

(d) In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party in a manner that is likely to have a material negative impact on Grantor's business, Grantor shall promptly notify HSBC thereof and Grantor shall take all appropriate enforcement efforts under the circumstances as it deems appropriate in its good faith discretion, consistent with its sound business judgment to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and lien granted to HSBC pursuant to the Line Letter and that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and between Grantor and HSBC. Grantor hereby acknowledges and affirms that the rights and remedies of HSBC with respect to the security interest in and lien on the Intellectual Property Collateral made and granted hereby are more fully set forth in the Line Letter and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or

other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

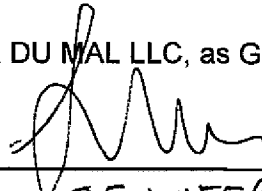
8. Termination of this Intellectual Property Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the termination of the Line Letter.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLEUR DU MAL LLC, as Grantor

By:   
Name: JENNIFER ZUCCARINI  
Title: MAR 14 / 23

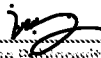
[Signature Page to Intellectual Property Security Agreement]

HSBC - FLEUR - IP SECURITY

TRADEMARK  
REEL: 008204 FRAME: 0954

ACCEPTED and ACKNOWLEDGED  
as of the date first written above by:

HSBC BANK USA, NATIONAL ASSOCIATION

By:   
By: Marlene Rabinowitz (Mar 10, 2023 15:38 EST)  
Name: **Marlene Rabinowitz**  
Title: **Senior Vice President**

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. UNITED STATES PATENT REGISTRATIONS

None

II. UNITED STATES PATENT APPLICATIONS

None.

III. UNITED STATES PATENT LICENSES

None.

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. UNITED STATES TRADEMARK REGISTRATIONS

Grantor	Title	Application Number and Date	Registration Number and Date
Fleur du Mal LLC	FLEUR DU MAL	85/494,875 14-Dec-2011	4,290,077 12-Feb-2013
Fleur du Mal LLC	F STYLIZED	85/797,102 07-Dec-2012	4,457,758 31-Dec-2013

II. UNITED STATES TRADEMARK APPLICATIONS

Grantor	Title	Application Number and Date
Fleur du Mal LLC	FLEUR DU MAL	97/298,162 Mar-2022
Fleur du Mal LLC	FLEUR DU MAL	97/372,140 20-Apr-2022
Fleur du Mal LLC	FLEUR DU MAL	97/401,704 09-May-2022
Fleur du Mal LLC	FLEUR DU MAL (MENSWEAR)	97/411,711 16-May-2022
Fleur du Mal LLC	FLEUR DU MAL	97/401,747 09-May-2022
Fleur du Mal LLC	FLEUROTICA	97/438,379 01-Jun-2022
Fleur du Mal LLC	NIGHT FEVER	97/438,399 01-Jun-2022
Fleur du Mal LLC	FLEUR FATALE	97/438,439 01-Jun-2022

III. UNITED STATES TRADEMARK LICENSES

None.

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. UNITED STATES COPYRIGHT REGISTRATIONS

None.

II. UNITED STATES COPYRIGHT APPLICATIONS

None.

III. UNITED STATES COPYRIGHT LICENSES

None.

SCHEDULE IV  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. FOREIGN PATENT REGISTRATIONS, APPLICATIONS AND LICENSES

None.

II. FOREIGN TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES

Australia	FLEUR DU MAL	2163160	15-Mar-2021	2163160	
	25-Oct-2021				
Brazil	FLEUR DU MAL	840162197	14-Jun-2012	840162197	07-Jul-2015
Brazil	FLEUR DU MAL	840162146	14-Jun-2012	840162146	07-Jul-2015
Brazil	FLEUR DU MAL	840162162	14-Jun-2012	840162162	07-Jul-2015
Canada	FLEUR DU MAL	2091810	15-Mar-2021		
China (People's Republic)	FLEUR DU MAL	48921170	14-Aug-2020		
	48921170	14-Mar-2022			
China (People's Republic)	FLEUR DU MAL	35130174	06-Dec-2018		
	35130174	21-Aug-2019			
China (People's Republic)	FLEUR DU MAL	11008064	01-Jun-2012		
	11008064	07-Apr-2015			
China (People's Republic)	FLEUR DU MAL	11008063	01-Jun-2012		
	11008063	28-Sep-2013			
China (People's Republic)	FLEUR DU MAL	11008062	01-Jun-2012		
	11008062	07-Oct-2013			
China (People's Republic)	FLEUR DU MAL	11008061	01-Jun-2012		
	11008061	07-Oct-2013			
China (People's Republic)	FLEUR DU MAL	11008060	01-Jun-2012		
	11008060	07-Oct-2013			
China (People's Republic)	FLEUR DU MAL	11008059	01-Jun-2012		
	11008059	21-Oct-2013			

China (People's Republic)	FLEUR DU MAL (REFILE CL. 3)		64415743
06-May-2022			
China (People's Republic)	FLEUR DU MAL (SECOND REFILE CL. 3)		
67177991	13-Sep-2022		
European Union (Community)	FLEUR DU MAL	013575352	15-Dec-2014
013575352	22-Apr-2015		
European Union (Community)	FLEUR DU MAL	010959336	12-Jun-2012
010959336	23-Jan-2015		
Hong Kong	FLEUR DU MAL	303237318	16-Dec-2014
	16-Dec-2014		303237318
Hong Kong	F STYLIZED	305565510	18-Mar-2021
			18-Mar-2021
Int'l Registration - Madrid Protocol Only	FLEUR DU MAL	A0122701 (USPTO REF)	
06-May-2022	1664226	06-May-2022	
Japan	FLEUR DU MAL	2012-046360	08-Jun-2012
			5550258
			18-Jan-2013
Mexico	FLEUR DU MAL	1793990	08-Sep-2016
			21-Sep-2016
Singapore	FLEUR DU MAL	40202210599W	09-May-2022
United Kingdom	FLEUR DU MAL	UK00913575352	15-Dec-2014
	UK00913575352	22-Apr-2015	
United Kingdom	FLEUR DU MAL	UK00910959336	12-Jun-2012
	UK00910959336	23-Jan-2015	

III. FOREIGN COPYRIGHT REGISTRATIONS, APPLICATIONS AND LICENSES

None.