

09/24/2014  
700516775

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0661-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

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):  
**SCOOP MANAGEMENT LLC**  
**275 SEVENTH AVENUE, 28TH FLOOR**  
**NEW YORK, NY 10001**

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other **LIMITED LIABILITY COMPANY**

Citizenship (see guidelines) **DELAWARE**

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  Yes  
 Additional names, addresses, or citizenship attached?  No  
 Name: **ONEWEST BANK, N.A.**  
 Internal Address: \_\_\_\_\_  
 Street Address: **888 EAST WALNUT STREET**  
 City: **PASADENA**  
 State: **CA**  
 Country: **USA** Zip: **91101**

Association Citizenship **NATIONAL BANKING ASSOCIATION EPSA**  
 General 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)

3. Nature of conveyance (Execution Date(s)):  
 Execution Date(s) **JUNE 18, 2014**

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.  
 A. Trademark Application No.(s) **PLEASE SEE ATTACHED SCHEDULE 1 TO IP SECURITY AGREEMENT**  
 B. Trademark Registration No.(s) **PLEASE SEE ATTACHED SCHEDULE 1**

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
**PLEASE SEE ATTACHED SCHEDULE 1**

5. Name & address of party to whom correspondence concerning document should be mailed:  
 Name: **JOSEPH D BORKMAN**  
 Internal Address: **CT LIEN SOLUTIONS**  
**A WOLTERS KLUWER BUSINESS**  
 Street Address: **187 WOLF ROAD**  
**SUITE 101**  
 City: **ALBANY**  
 State: **NY** Zip: **12205**  
 Phone Number: **(800) 342-3676 X 4064**  
 Fax Number: **(800) 967-7049**  
 Email Address: **Joseph.Borkman@wolterskluwer.com**

6. Total number of applications and registrations involved: **27**

7. Total fee (37 CFR 2.6(b)(6) & 3.41) **\$ 690-**  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:  
 a. Credit Card Last 4 Numbers **0974**  
 Expiration Date **7/17**  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

9. Signature: **Mark Nguyen** Signature **6/19/14** Date  
**Mark Nguyen, EVP** Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **10**

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

Pg 1

SCHEDULE I TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. **Copyrights**

None.

2. **Patents**

None.

3. **Trademarks**

Grantor	Trademarks	Filing Date	Status	Serial No.
<b>Domestic</b>				
Scoop Management LLC	Scoop Shore Club	10/8/1999	Registered	75/816,899
Scoop Management LLC	Scoop It Up	4/26/2000	Registered	76/033,979
Scoop Management LLC	Scoop It Up	4/26/2000	Registered	76/033,980
Scoop Management LLC	Scoop Beach	10/8/1999	Registered	75/816,896
Scoop Management LLC	Scoop Street	10/8/1999	Registered	75/816,895
Scoop Management LLC	Scoop NYC	10/8/1999	Registered	75/816,898
Scoop Management LLC	Scoop	3/24/1993	Registered	74/370,761
Scoop Management LLC	Scoop plus Design	4/8/2002	Registered	76/393630
Scoop Management	Scoop NYC plus	11/12/2002	Registered	76/469,687

23535487.1

*Bo 2*

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC	Logo			
Scoop Management LLC	Scoop plus Design	11/12/2002	Registered	76/469,686
Scoop Management LLC	The Ultimate Closet plus Design	12/30/2003	Registered	76/567,590
Scoop Management LLC	SCOOP VEGAS	12/31/2003	Registered	78/346,944
Scoop Management LLC	The Ultimate Closet	1/27/2004	Registered	76/572,546
Scoop Management LLC	Scoop Plus Design	1/20/2004	Registered	76/571,166
Scoop Management LLC	SCOOP KIDS plus logo	9/22/2004	Registered	76/613,281
Scoop Management LLC	SCOOP KIDS plus logo	1/23/2006	Registered	78/797,336
Scoop Management LLC	S.C.P.	6/7/2006	Registered	78/902,836
Scoop Management LLC	S.C.P. #96	7/31/2006	Registered	78/941,077
Scoop Management LLC	S.C.P.	9/29/2006	Registered	77/011,023
Scoop Management LLC	Scoop Beach plus Design	8/17/2007	Registered	77/258,340
Scoop Management LLC	Scoop NYC plus Design	12/27/2007	Registered	77/360,276
Scoop Management	What's The Scoop	1/2/2008	Registered	77/362,355

23595487.1

pg 3

Grantor	Trademarks	Filing Date	Status	Serial No.
LLC	plus Design			
Scoop Management LLC	S.C.P.	7/29/2011	Pending	85/384,577
Scoop Management LLC	SCOOP - Starting Young plus Design	9/27/2011	Pending	85/432,856
Scoop Management LLC	SCOOP plus Design	12/28/2011	Registered	85/505,103
Scoop Management LLC	SCOOP plus Oval Design	12/28/2011	Registered	85/505,074
Scoop Management LLC	SCOOP plus Oval Design	6/5/2012	Pending	85/643,317
<b>Foreign</b>		<b>Filing Date/(Country)</b>		
Scoop Management LLC	SCOOP NYC plus Logo	1/19/2005 (Australia)	Registered	1038214
Scoop Management LLC	SCOOP NYC plus Logo	9/16/2005 (Australia)	Registered	1076155
Scoop Management LLC	SCOOPS (purchased)	Purchased (Australia)	Registered	312993
Scoop Management LLC	SCOOP NYC and Design	2/16/2005 (Brazil)	Pending	827167857
Scoop Management LLC	Scoop plus Design	4/13/2004 (Canada)	Registered	1210492
Scoop Management LLC	Scoop plus Oval Design	8/11/2011 (Canada)	Pending	1539354
Scoop Management LLC	Scoop plus Design	4/6/2004 (China)	Registered	4009280
Scoop Management LLC	WHAT'S THE SCOOP	9/1/2005 (China)	Registered	4871325
Scoop Management	SCOOP STREET	9/1/2005	Registered	4871324

23535487.1

Pg 4

06/20/2014  
700516097

Form PTO-1594 (Rev. 07/03)  
OMB Collection 0661-0037 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

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):  
 COOP MANAGEMENT LLC  
 275 SEVENTH AVENUE, 28TH FLOOR  
 NEW YORK, NY 10001

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LIMITED LIABILITY COMPANY  
 Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  
 Additional names, addresses, or citizenship attached?  Yes  No

Name: TINA DAO  
 Internal Address: ONEWEST BANK N.A.  
 Street Address: 888 EAST WALNUT STREET  
 City: PASADENA  
 State: CA  
 Country: USA      Zip: 91101

Association      Citizenship NATIONAL BANKING ASSOCIATION  
 General 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)

3. Nature of conveyance / Execution Date(s):  
 Execution Date(s) JUNE 18, 2014

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

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

A. Trademark Application No.(s) PLEASE SEE ATTACHED SCHEDULE 2 TO IP SECURITY AGREEMENT  
 B. Trademark Registration No.(s) PLEASE SEE ATTACHED SCHEDULE 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
 PLEASE SEE ATTACHED SCHEDULE 1

5. Name & address of party to whom correspondence concerning document should be mailed:  
 Name: JOSEPH D. BERGMAN  
 Internal Address: CITI UEN SOLUTIONS  
 A WALTERS KLUWER BUSINESS  
 Street Address: 157 WOLF ROAD  
 SUITE 101  
 City: ALBANY  
 State: NY      Zip: 12205  
 Phone Number: (800) 742-3676 X 4064  
 Fax Number: (800) 962-7049  
 Email Address: joseph.bergman@wolk.com

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$690--

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment information:  
 a. Credit Card Last 4 Numbers 0974  
 Expiration Date 2/17  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

9. Signature: Mark Nguyen      Date: 6/19/14  
 Signature  
 Name of Person Signing: Mark Nguyen, FRP

Total number of pages including cover sheet, attachments, and documents: 10

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

OP \$690.00 75816899

Pg 1

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made as of June 18, 2014 (the "Effective Date") between each of the signatories hereto (collectively, the "Grantors") in favor of OneWest Bank N.A. (the "Secured Party") (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of June 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Grantors, the other grantors party thereto and the Secured Party; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Party agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "Intellectual Property Collateral"):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and

TRADEMARK 5

REEL: 005368 FRAME: 0117

improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trade Secrets").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart

of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

Pg 7



IN WITNESS WHEREOF, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**SCOOP MANAGEMENT LLC,**

as a Grantor

By: 

Name: Robert P. Bermingham

Title: Vice President

**SCOOP BEACH LLC**

**SCOOP BHS LLC**

**SCOOP BUCKHEAD LLC**

**SCOOP BOSTON LLC**

**SCOOP CHICAGO LLC**

**SCOOP CT LLC**

**SCOOP DALLAS, LLC**

**SCOOP EAST LLC**

**SCOOP LAS VEGAS LLC**

**SCOOP LI LLC**

**SCOOP SHORE CLUB LLC**

**SCOOP SOHO LLC**

**SCOOP STORES BEVERLY, LLC**

**SCOOP STORES CA, LLC**

**SCOOP UNION SQUARE SF LLC**

**SCOOP WEB LLC**

**SCOOP WFC LLC**

**SCOOP 14 LLC, each as a Grantor**

By: SCOOP MANAGEMENT LLC, as sole member


By: 

Name: Robert P. Bermingham

Title: Vice President

430 W. 14 REALTY JV, LLC, as a Grantor

By: SCOOP MANAGEMENT LLC, as managing  
member

By: 

Name: Robert P. Bermingham


Title: Vice President

*IP Security Agreement*

pg 9

TRADEMARK  
REEL: 005368 FRAME: 0121

ONEWEST BANK N.A., as Secured Party

By:   
Name: John Farrace  
Title: Executive Vice President

*IP Security Agreement*

pg 10