

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kendra Scott, LLC		07/17/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	BNP Paribas as Collateral Agent		
Street Address:	787 SEVENTH AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4159941	COLOR BAR	
Serial Number:	77859007	I DO	
Serial Number:	86601470		
Serial Number:	86601462		
Serial Number:	86485010		
Serial Number:	86492825		
Serial Number:	86488304		
Registration Number:	4297566		
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Sonakshi Jha		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86700.60		

CH \$215.00 4159941

NAME OF SUBMITTER:	Sonakshi Jha
SIGNATURE:	/Sonakshi Jha by trademarkny/
DATE SIGNED:	08/26/2015
Total Attachments: 7 source=BNPP - KSD - Intellectual Property Security Agreement#page1.tif source=BNPP - KSD - Intellectual Property Security Agreement#page2.tif source=BNPP - KSD - Intellectual Property Security Agreement#page3.tif source=BNPP - KSD - Intellectual Property Security Agreement#page4.tif source=BNPP - KSD - Intellectual Property Security Agreement#page5.tif source=BNPP - KSD - Intellectual Property Security Agreement#page6.tif source=BNPP - KSD - Intellectual Property Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 17, 2015 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (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 July 17, 2015 (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 Collateral Agent; 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 Collateral Agent 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 and other applicable Governmental Authorities.

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

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States and foreign trademarks (including, to the extent constituting a trademark or service mark, trade names, corporate names, company names, business names, fictitious business names and Internet domain names), service marks, certification marks, collective marks, logos, other source or business identifiers, trade dress 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; (iii) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (iv) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that 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.

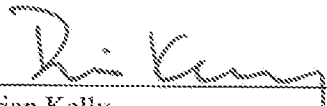
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with,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

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.

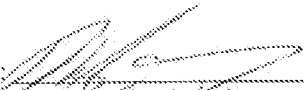
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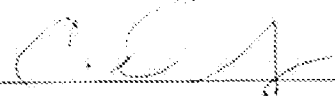
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

KENDRA SCOTT, LLC,
as a Grantor

By: 
Name: Brian Kelly
Title: Chief Financial Officer, Treasurer and Assistant
Secretary



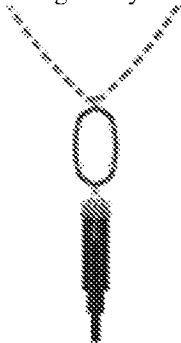
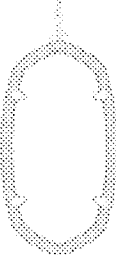
BNP PARIBAS, as Collateral Agent

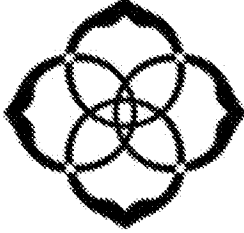
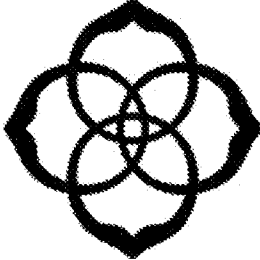
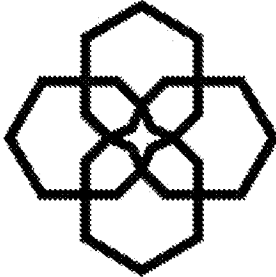
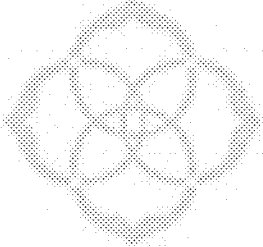
By: 
Name: Michael Gorn
Title: Managing Director

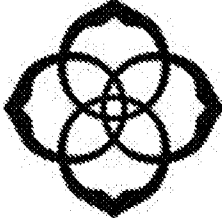
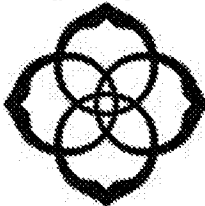
By: 
Name: Catarina DeSimpio
Title: Director

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Grantor	Country/ Jurisdiction	Trademarks/Name/Serial Number/Registration Number	Status/Status Date
Kendra Scott, LLC	U.S.	COLOR BAR  RN: 4159941 SN: 85248716	Registered June 19, 2012
Kendra Scott, LLC	U.S.	I DO  SN: 77859007	Pending – Suspended August 10, 2010
Kendra Scott, LLC	U.S.	Design Only  SN: 86601470	Pending - Initialized April 21, 2015
Kendra Scott, LLC	U.S.	Design Only 	Pending - Initialized April 21, 2015

Grantor	Country/ Jurisdiction	Trademarks/Name/Serial Number/Registration Number	Status/Status Date
		SN: 86601462	
Kendra Scott, LLC	U.S.	Design Only  SN: 86485010	Published May 26, 2015
Kendra Scott, LLC	U.S.	Design Only  SN: 86492825	Published June 2, 2015
Kendra Scott, LLC	U.S.	Design Only  SN: 86488304	Published June 9, 2015
Kendra Scott, LLC	U.S.	Design Only 	Registered March 5, 2013

Grantor	Country/ Jurisdiction	Trademarks/Name/Serial Number/Registration Number	Status/Status Date
		RN: 4297566 SN: 85615070	
Kendra Scott, LLC	Canada	Design Only  AN: 1729129	Pending
Kendra Scott, LLC	WIPO/Madrid	Design Only  AN: A0049771 RN: 1250271	Registered April 14, 2015 Extension of Protection to China - Pending