

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IN MOCEAN GROUP, LLC.		07/01/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	WELLS FARGO TRADE CAPITAL SERVICES, INC.		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	86862335	KIDS INMOCEAN	
Serial Number:	86825889	SEA ME SWIM	
Serial Number:	86829722	CATALINA GYM AND SWIM	
Serial Number:	86862234	ALLURE BY IMG	
Serial Number:	86863027	MAKING WAVES	
Registration Number:	4832915	IBIZA SPAIN	
Registration Number:	4823353	INSTANTLY INCREASE YOUR CUP 2 SIZES	
Registration Number:	4823247	IBIZA OCEAN CLUB	
Registration Number:	4823246	IBIZA SURF CLUB	
Registration Number:	4823245	IBIZA MEDITERRANEO	
Registration Number:	4823244	CATALINA PACIFIC OCEAN	
Registration Number:	4823243	CATALINA ISLAND PACIFIC OCEAN	
Registration Number:	4671932	ISLAND ESCAPE	
Registration Number:	4453635	ILLUSIONS BY COLE	
Registration Number:	4372342	HOT COLES	
Registration Number:	4502834	CATALINA	
Registration Number:	4463729	MADE WITH SUNSHINE	
Registration Number:	4358975	SUDDENLY LOOK ONE SIZE SMALLER BY CATALI	
Registration Number:	4355103	SUDDENLY LOOK ONE SIZE SMALLER BY BODY M	

OP \$790.00 86862335

Property Type	Number	Word Mark
Registration Number:	4347761	CATALINA
Registration Number:	4158398	COLE
Registration Number:	4403521	COLE OF CALIFORNIA
Registration Number:	4217995	CATALINA
Registration Number:	4142840	SUDDENLY ADD TWO CUP SIZES
Registration Number:	4364918	SUDDENLY LOOK ONE SIZE SMALLER
Registration Number:	4210239	WITH IN MOCEAN YOU'RE NEVER SWIMMING ALO
Registration Number:	4157984	CATALINA SIGNATURE
Registration Number:	4060222	CATALINA SPORT
Registration Number:	4168144	TAHITI FRENCH POLYNESIA
Registration Number:	4168143	TAHITI
Registration Number:	3970819	BODY MAX

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
SIGNATURE:	/Michael Barys/
DATE SIGNED:	07/05/2016

Total Attachments: 5
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SUPPLEMENTAL TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

July 1, 2016

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, IN MOCEAN GROUP, LLC, a New York limited liability company ("*Debtor*"), hereby grants to WELLS FARGO TRADE CAPITAL SERVICES, INC., a New York corporation, in its capacity as agent for certain lenders (in such capacity, "*Secured Party*"), a collateral security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) trademarks, trade names, tradestyles and service marks; (ii) prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; and (iii) all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including the trademarks and trademark applications described in Schedule A hereto (the "*Trademarks*"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable to Debtor with respect to any Trademarks, including, without limitation, payments under all licenses heretofore or at any time hereafter entered into by Debtor in connection therewith; (d) Debtor's right to sue for the past and present and future infringements thereof and all future infringements thereof; (e) all rights of Debtor corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

The security interest, lien and other interests granted to Secured Party pursuant hereto shall secure the prompt performance, observance and payment in full of all Obligations (as defined in the Trademark Collateral Assignment and Security Agreement, dated December 28, 2009 (as amended, supplemented and otherwise modified from time to time, the "*Trademark Agreement*"), between Debtor and Secured Party) of Debtor. The rights and remedies of Secured Party with respect to the security interest, lien and other interests granted to Secured Party pursuant hereto are as set forth in the Trademark Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions hereof are deemed to conflict with the Trademark Agreement, the provisions of the Trademark Agreement shall govern.

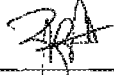
This Supplemental Trademark Collateral Assignment and Security Agreement is supplemental to the Trademark Agreement, which was recorded in the United States Patent and Trademark Office on January 11, 2010 at Reel 004129, Frame 0418.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Supplemental Trademark Collateral Assignment and Security Agreement as of the date first above written.

DEBTOR:

IN MOCEAN GROUP, LLC

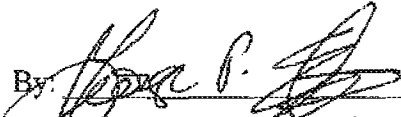
By: 

Name: ZVI BENHAIM

Title: Member

SECURED PARTY:

WELLS FARGO TRADE CAPITAL SERVICES, INC.

By: 

Name: George P. Edwards

Title: Authorized Signatory

SCHEDULE A

Serial Number	Registration Number	Word Mark
86862335		KIDS INMOCEAN
86825889		SEA ME SWIM
86829722		CATALINA GYM AND SWIM
86862234		ALLURE BY IMG
86863027		MAKING WAVES
86307935	4832915	IBIZA SPAIN
86326128	4823353	INSTANTLY INCREASE YOUR CUP 2 SIZES
86308199	4823247	IBIZA OCEAN CLUB
86308038	4823246	IBIZA SURF CLUB
86308006	4823245	IBIZA MEDITERRANEO
86307888	4823244	CATALINA PACIFIC OCEAN
86307866	4823243	CATALINA ISLAND PACIFIC OCEAN
86367632	4671932	ISLAND ESCAPE
85802257	4453635	ILLUSIONS BY COLE
85801718	4372342	HOT COLES
85801306	4502834	CATALINA
85724449	4463729	MADE WITH SUNSHINE
85579769	4358975	SUDDENLY LOOK ONE SIZE SMALLER BY CATALINA
85579765	4355103	SUDDENLY LOOK ONE SIZE SMALLER BY BODY MAX
85562735	4347761	CATALINA
85111088	4158398	COLE
76707225	4403521	COLE OF CALIFORNIA
76707588	4217995	CATALINA
76705916	4142840	SUDDENLY ADD TWO CUP SIZES
76705915	4364918	SUDDENLY LOOK ONE SIZE SMALLER

76705914	4210239	WITH IN MOCEAN YOU'RE NEVER SWIMMING ALONE
76705913	4157984	CATALINA SIGNATURE
76704486	4060222	CATALINA SPORT
76704415	4168144	TAHITI FRENCH POLYNESIA
76704414	4168143	TAHITI
76702304	3970819	BODY MAX