

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414631

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kendra Scott, LLC		02/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	135 S. LaSalle Street		
<b>Internal Address:</b>	Mail Code IL4-135-09-61		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4159941	COLOR BAR	
<b>Serial Number:</b>	87218074		
<b>Serial Number:</b>	77859007	I DO	
<b>Registration Number:</b>	4967470		
<b>Registration Number:</b>	4967469		
<b>Serial Number:</b>	86485010		
<b>Registration Number:</b>	4838307		
<b>Registration Number:</b>	4838297		
<b>Registration Number:</b>	4297566		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043738822		
<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>	(704) 373-4640		
<b>Email:</b>	bsmith@mcguirewoods.com		
<b>Correspondent Name:</b>	Betty G. Smith, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP, 201 N. Tryon Street		
<b>Address Line 2:</b>	Suite 3000		

OP \$240.00 4159941

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 2068279-2024

**NAME OF SUBMITTER:** Betty G. Smith

**SIGNATURE:** /Betty G. Smith/

**DATE SIGNED:** 02/02/2017

**Total Attachments: 14**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 1, 2017 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BANK OF AMERICA, N.A.**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of February 1, 2017 (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 payment in full, performance and satisfaction of 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 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 Collateral Agent agree as follows:

**Section 1. Defined Terms.** All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

**Section 2. Grant of Security.** As collateral security for the payment in full, performance and satisfaction of 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 the following Collateral (collectively, the “**IP 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 United States Copyright Act), whether registered or unregistered, moral rights, reversionary interests, and, with respect to any 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 works of authorship embodying the copyrights or such copyrighted materials.

(b) 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; (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. Notwithstanding the foregoing, there shall be no security interest or Lien on any trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

**Section 3. Pledge and Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of such Grantor with respect to the Liens and security interests in the IP Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference, *mutatis mutandis*, as if fully set forth herein.

**Section 4. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 5. 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.

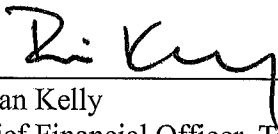
**Section 6. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 7. 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.

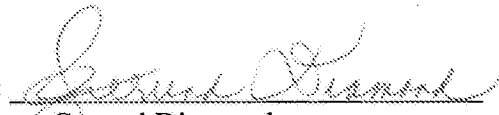
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**KENDRA SCOTT, LLC,**  
as a Grantor

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

**BANK OF AMERICA, N.A., as Collateral Agent**

By: 

Name: Gerund Diamond

Title: Assistant Vice-President

Kendra Scott, LLC  
Intellectual Property Security Agreement  
Signature Page

**TRADEMARK**  
**REEL: 005981 FRAME: 0989**

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights and Trademarks

Copyrights:

Grantor	U.S. Copyright Title	Registration Date	Registration No.
Kendra Scott, LLC	Abena.	2012-05-11	VA0001814656
Kendra Scott, LLC	Adams.	2016-04-12	VAu001241288
Kendra Scott, LLC	Adela.	2015-08-18	VA0001983114
Kendra Scott, LLC	Ainsley.	2012-05-11	VA0001814667
Kendra Scott, LLC	Alden.	2015-04-07	VA0001955355
Kendra Scott, LLC	Arianna.	2016-04-12	VAu001241290
Kendra Scott, LLC	Beckett.	2015-08-18	VA0001983106
Kendra Scott, LLC	Bracelet Star Pattern Comp 92.	2015-01-19	VA0001945635
Kendra Scott, LLC	Branson.	2015-08-17	VA0001983090
Kendra Scott, LLC	Caleb.	2015-08-18	VA0001983102
Kendra Scott, LLC	Callan.	2015-08-18	VA0001983097
Kendra Scott, LLC	Candice.	2015-08-18	VA0001983112
Kendra Scott, LLC	Caralyn.	2015-08-17	VA0001983089
Kendra Scott, LLC	Carly.	2012-05-11	VA0001814683
Kendra Scott, LLC	Carmella.	2012-05-11	VA0001814691
Kendra Scott, LLC	Chandler.	2015-08-18	VA0001983126
Kendra Scott, LLC	Cindy.	2016-04-12	VAu001243279
Kendra Scott, LLC	Claire.	2015-08-18	VA0001983104
Kendra Scott, LLC	Coby.	2015-08-18	VA0001983105
Kendra Scott, LLC	Connor.	2016-07-07	VAu001258637
Kendra Scott, LLC	Crystal Collection.	2015-01-06	VA0001944134
Kendra Scott, LLC	CURACAO.	2011-04-21	VA0001769992
Kendra Scott, LLC	Danielle.	2012-05-08	VA0001814702
Kendra Scott, LLC	Darby.	2013-01-03	VA0001855844
Kendra Scott, LLC	Dawn.	2014-03-31	VA0001908070
Kendra Scott, LLC	Derenda.	2014-07-22	VA0001922511
Kendra Scott, LLC	Elena.	2012-07-02	VA0001836292

Grantor	U.S. Copyright Title	Registration Date	Registration No.
Kendra Scott, LLC	Everly.	2015-08-17	VA0001982990
Kendra Scott, LLC	Fiona.	2012-11-26	VA0001847984
Kendra Scott, LLC	Fran-Francie-Frances	2015-08-17	VA0001982983
Kendra Scott, LLC	Gabriella	2015-08-17	VA0001983001
Kendra Scott, LLC	Geometric Cross Pattern H14-C11 2.	2015-01-22	VA0001948797
Kendra Scott, LLC	Geometric Flower Medallion Filigree.	2015-01-19	VA0001945620
Kendra Scott, LLC	Geometric Flower Medallion Filigree 3D.	2015-01-22	VA0001948832
Kendra Scott, LLC	Geometric Star Pattern H14 Deposit et al.	2015-01-20	VA0001945612
Kendra Scott, LLC	GIA.	2011-04-21	VA0001769989
Kendra Scott, LLC	Giada.	2015-10-12	VAu001235720
Kendra Scott, LLC	Gwen.	2012-05-08	VA0001814704
Kendra Scott, LLC	Gwendolyn.	2016-04-12	VAu001250513
Kendra Scott, LLC	Hagan.	2014-03-31	VA0001908125
Kendra Scott, LLC	Harlie.	2015-01-06	VA0001943879
Kendra Scott, LLC	Harlow.	2012-07-27	VA0001836242
Kendra Scott Design, Inc.  (assignment to Kendra Scott, LLC has been filed with Copyright Office)	Harlow Collection.	2015-01-22	VAu001215808
Kendra Scott Design, Inc.  (assignment to Kendra Scott, LLC has been filed with Copyright Office)	Havana.	2015-06-11	VA0001969242
Kendra Scott, LLC	Ignacia.	2012-06-25	VA0001836241
Kendra Scott, LLC	Image of Otomi Tribe Pattern.	2014-12-31	VA0001942989
Kendra Scott, LLC	Ivy.	2014-03-31	VA0001908112
Kendra Scott, LLC	Jaime.	2012-05-11	VA0001814669
Kendra Scott, LLC	Jeanine.	2012-05-11	VA0001814662



Grantor	U.S. Copyright Title	Registration Date	Registration No.
Kendra Scott, LLC	Jordana.	2014-03-31	VA0001908126
Kendra Scott, LLC	Kaki.	2014-12-31	VA0001942976
Kendra Scott, LLC	Kaplan.	2016-04-12	VA0002002119
Kendra Scott, LLC	Karenina.	2012-05-11	VA0001814674
Kendra Scott Design, Inc. (assignment to Kendra Scott, LLC has been filed with Copyright Office)	Kay-Mariah-Owen.	2015-04-24	VA0001964413
Kendra Scott, LLC	Keller.	2015-04-24	VA0001964015
Kendra Scott Design, Inc. (assignment to Kendra Scott, LLC has been filed with Copyright Office)	Kirby.	2015-04-24	VA0001964016
Kendra Scott, LLC	Lacey.	2015-04-07	VA0001955698
Kendra Scott, LLC	Lucca.	2014-03-31	VA0001908082
Kendra Scott, LLC	Madina.	2014-03-31	VA0001908102
Kendra Scott, LLC	Maggie.	2014-03-31	VA0001908078
Kendra Scott, LLC	Marci-Monroe	2016-04-12	VAu001241289
Kendra Scott, LLC	Maren.	2012-05-22	VA0001824875
Kendra Scott, LLC	Margot.	2015-08-18	VA0001983115
Kendra Scott, LLC	Marisol.	2013-11-07	VA0001892150
Kendra Scott, LLC	Melody.	2012-05-11	VA0001814660
Kendra Scott, LLC	Mercer.	2012-05-11	VA0001814661
Kendra Scott, LLC	Miles.	2015-08-18	VA0001983099
Kendra Scott, LLC	Mira.	2016-07-07	VAu001258461
Kendra Scott, LLC	Nelsie.	2012-11-26	VA0001847985
Kendra Scott, LLC	Nemera.	2014-03-31	VA0001908089
Kendra Scott Design, Inc. (assignment to Kendra Scott, LLC has been	Nichole.	2015-06-11	VA0001969241

Grantor	U.S. Copyright Title	Registration Date	Registration No.
filed with Copyright Office)			
Kendra Scott, LLC	Nicki.	2011-07-05	VA0001780660
Kendra Scott, LLC	NOLITA.	2011-04-21	VA0001769984
Kendra Scott, LLC	Nyla.	2012-05-11	VA0001814690
Kendra Scott, LLC	Open Center Flower Medallion Filigree.	2015-01-15	VA0001945339
Kendra Scott, LLC	Ora.	2012-05-11	VA0001814672
Kendra Scott, LLC	Otylia.	2012-08-13	VA0001836248
Kendra Scott, LLC	Paley.	2012-05-11	VA0001814643
Kendra Scott, LLC	Poppy.	2012-08-13	VA0001836253
Kendra Scott, LLC	Print Flower Medallion Filigree.	2015-01-15	VA0001945341
Kendra Scott, LLC	Rainey.	2015-08-18	VA0001983094
Kendra Scott, LLC	Rayne.	2013-03-07	VA0001860870
Kendra Scott, LLC	Reed.	2016-04-12	VAu001241285
Kendra Scott, LLC	Rena.	2012-05-11	VA0001814648
Kendra Scott, LLC	Roni.	2012-06-04	VA0001836289
Kendra Scott, LLC	Rumer.	2014-03-31	VA0001908121
Kendra Scott, LLC	Ryker.	2015-08-17	VA0001983091
Kendra Scott, LLC	Salome.	2012-05-11	VA0001814652
Kendra Scott, LLC	Sawyer.	2016-04-12	VAu001241291
Kendra Scott, LLC	Sayers.	2016-04-12	VAu001243308
Kendra Scott Design, Inc. (assignment to Kendra Scott, LLC has been filed with Copyright Office)	Selena.	2015-04-24	VA0001964014
Kendra Scott, LLC	Shallon.	2016-04-12	VAu001250514
Kendra Scott Design, Inc. (assignment to Kendra Scott, LLC has been filed with Copyright Office)	Smith.	2015-04-24	VA0001964013
Kendra Scott, LLC	SONA.	2011-04-21	VA0001769983
Kendra Scott, LLC	Sophee.	2014-12-31	VA0001942991

Grantor	U.S. Copyright Title	Registration Date	Registration No.
Kendra Scott, LLC	Stacked Crystal Point Collection.	2016-07-07	VAu001258460
Kendra Scott, LLC	Symmetrical Flower Medallion Filigree.	2015-02-04	VA0001950225
Kendra Scott, LLC	Tanay.	2014-12-31	VA0001942990
Kendra Scott, LLC	Tiffany.	2012-07-27	VA0001836256
Kendra Scott, LLC	Tima.	2014-03-31	VA0001908127
Kendra Scott Design, Inc. (assignment to Kendra Scott, LLC has been filed with Copyright Office)	Toby.	2015-04-24	VA0001964012
Kendra Scott, LLC	Trista.	2012-05-11	VA0001814658
Kendra Scott, LLC	ULYSSIA.	2011-04-21	VA0001769993
Kendra Scott Design, Inc. (assignment to Kendra Scott, LLC has been filed with Copyright Office)	Website Pattern Print Flower Medallion Design.	2015-02-04	VA0001964874
Kendra Scott, LLC	Zahara.	2012-05-11	VA0001814699




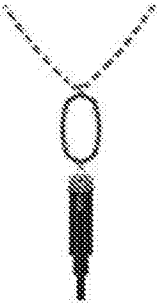
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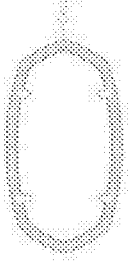
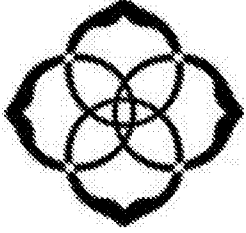
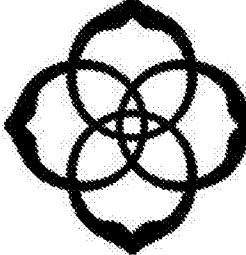
Grantor	U.S. Copyright Title	Registration No.
Kendra Scott, LLC	ABBY	PENDING
Kendra Scott, LLC	ABSTRACT CRYSTAL COLLECTION	PENDING
Kendra Scott, LLC	ADELLA	PENDING
Kendra Scott, LLC	ALECTRA	PENDING
Kendra Scott, LLC	ANASTASIA	PENDING
Kendra Scott, LLC	ANDRINA	PENDING
Kendra Scott, LLC	ARROWHEAD COLLECTION	PENDING
Kendra Scott, LLC	ARYSSA	PENDING
Kendra Scott, LLC	ASHLYN	PENDING
Kendra Scott, LLC	AURILLA	PENDING
Kendra Scott, LLC	BENNING	PENDING
Kendra Scott, LLC	CADEN	PENDING
Kendra Scott, LLC	CALE	PENDING
Kendra Scott, LLC	CLAUDIA	PENDING

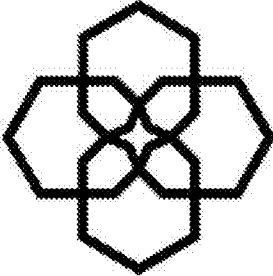
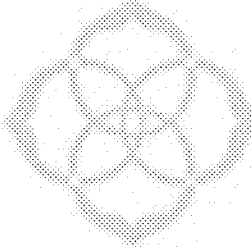
Grantor	U.S. Copyright Title	Registration No.
Kendra Scott, LLC	COLE	PENDING
Kendra Scott, LLC	COLLETTE	PENDING
Kendra Scott, LLC	CRESCENT COLLECTION	PENDING
Kendra Scott, LLC	EMELINA	PENDING
Kendra Scott, LLC	HARPER	PENDING
Kendra Scott, LLC	ISABELLA	PENDING
Kendra Scott, LLC	ISADORA	PENDING
Kendra Scott, LLC	JUDE	PENDING
Kendra Scott, LLC	KALINA	PENDING
Kendra Scott, LLC	KAPRI	PENDING
Kendra Scott, LLC	KATHY	PENDING
Kendra Scott, LLC	KATRINA	PENDING
Kendra Scott, LLC	KENDRA SCOTT NAIL LACQUER BOTTLE	PENDING
Kendra Scott, LLC	KENSEY-CALEY	PENDING
Kendra Scott, LLC	KINSLEY	PENDING
Kendra Scott, LLC	KRISTA	PENDING
Kendra Scott, LLC	LETY	PENDING
Kendra Scott, LLC	LUCY	PENDING
Kendra Scott, LLC	LYLA	PENDING
Kendra Scott, LLC	MADISON	PENDING
Kendra Scott, LLC	MAISEY	PENDING
Kendra Scott, LLC	MATILDA	PENDING
Kendra Scott, LLC	MIA	PENDING
Kendra Scott, LLC	MILLER	PENDING
Kendra Scott, LLC	MONICA	PENDING
Kendra Scott, LLC	OPHELIA	PENDING
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Kendra Scott, LLC	SLOAN	PENDING
Kendra Scott, LLC	STASSI	PENDING
Kendra Scott, LLC	STELLA	PENDING
Kendra Scott, LLC	STERLING	PENDING
Kendra Scott, LLC	SUZETTE	PENDING
Kendra Scott, LLC	TALLULAH	PENDING

Grantor	U.S. Copyright Title	Registration No.
Kendra Scott, LLC	TATUM	PENDING
Kendra Scott, LLC	TEAGAN	PENDING
Kendra Scott, LLC	TRICIA	PENDING
Kendra Scott, LLC	TROIAN	PENDING
Kendra Scott, LLC	WHIT-WHITLEE	PENDING
Kendra Scott, LLC	YASMIN	PENDING
Kendra Scott, LLC	ZORTE	PENDING
Kendra Scott, LLC	ZULY	PENDING

Trademarks:

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.	Design Only    SN: 87218074	Pending October 27, 2016
Kendra Scott, LLC	U.S.	I DO    SN: 77859007	Pending – Suspended August 10, 2010
Kendra Scott, LLC	U.S.	Design Only    RN: 4967470 SN: 86601470	Registered Section 2(F) May 31, 2016

Grantor	Country/ Jurisdiction	Trademarks/Name/Serial Number/Registration Number	Status/Status Date
Kendra Scott, LLC	U.S.	Design Only  RN: 4967469 SN: 86601462	Registered Section 2(F) May 31, 2016
Kendra Scott, LLC	U.S.	Design Only  SN: 86485010	Published May 26, 2015
Kendra Scott, LLC	U.S.	Design Only  RN: 4838307 SN: 86492825	Registered October 20, 2015

Grantor	Country/ Jurisdiction	Trademarks/Name/Serial Number/Registration Number	Status/Status Date
Kendra Scott, LLC	U.S.	Design Only  RN: 4838297 SN: 86488304	Registered October 20, 2015
Kendra Scott, LLC	U.S.	Design Only  RN: 4297566 SN: 85615070	Registered March 5, 2013