

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426796

<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>
NYGARD INC		05/04/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF MONTREAL		
<b>Street Address:</b>	First Canadian Centre		
<b>City:</b>	CALGARY		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	AB T2P 3N9		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73512885	ALIA	
<b>Serial Number:</b>	73512886	BIANCA NYGARD	
<b>Serial Number:</b>	73802207	COUNTRY BLUES	
<b>Serial Number:</b>	73512889	TAN JAY	
<b>Serial Number:</b>	77322714	TAN JAY	
<b>Serial Number:</b>	76079669	WHERE FASHION MEETS TECHNOLOGY	
<b>Serial Number:</b>	87335789	ADX	
<b>Serial Number:</b>	87233470	ADX	
<b>Serial Number:</b>	87152529	ADX ALIA EXPRESS	
<b>Serial Number:</b>	87152515	ADX ALLISON DALEY EXPRESS	
<b>Serial Number:</b>	87233475	ADX ALLISON DALEY EXPRESS	
<b>Serial Number:</b>	87233473	ADX ALLISON DALEY EXPRESS	
<b>Serial Number:</b>	87335802	ADX SLIMS	
<b>Serial Number:</b>	86852118	NYGÅRD SLIMS BY BIANCA NYGÅRD	
<b>Serial Number:</b>	74716428	A.R.T.S.	
<b>Serial Number:</b>	74719436	A.R.T.S.2	
<b>Serial Number:</b>	74801064	COMFORT FIT	
<b>Serial Number:</b>	75179112	STEP INTO STRETCH	
<b>Serial Number:</b>	73728656	ALLISON DALEY	

CH \$490.00 73512885

**CORRESPONDENCE DATA****Fax Number:** 3126095005*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.***Phone:** 312-609-7798**Email:** ablekhman@vedderprice.com**Correspondent Name:** Aida Blekhman**Address Line 1:** 222 N. LaSalle Street**Address Line 2:** 25th Floor**Address Line 4:** Chicago, ILLINOIS 60601

<b>ATTORNEY DOCKET NUMBER:</b>	40870.00.0229
<b>NAME OF SUBMITTER:</b>	Aida Blekhman
<b>SIGNATURE:</b>	/Aida Blekhman/
<b>DATE SIGNED:</b>	05/09/2017

**Total Attachments: 4**

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**GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of May 4, 2017, by NYGARD INC, a Delaware corporation (“**Grantor**”), in favor of BANK OF MONTREAL (“**Lender**,” together with its successors and assigns in such capacity, “**Grantee**”).

**WHEREAS**, the Grantor as adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

**WHEREAS**, the Grantor has entered into a Pledge, Guaranty and Security Agreement, dated May 4, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of Grantee (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for its benefit as Lender under the Security Agreement, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

*(Signature Page to Grant of Security interest in Trademarks)*

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

NYGARD INC., a Delaware corporation

By: James Bennett  
Name: James Bennett  
Title: Authorized Signing Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Status	Serial No.	App Filing Date	Reg. No.	Reg. Date	Owner
ALIA	Registered	73512885	December 10, 1984	1365686	October 15, 1985	Nygaard Inc. (DELAWARE CORP.)
BIANCA NYGARD	Registered	73512886	December 10, 1984	1365687	October 15, 1985	Nygaard Inc. (DELAWARE CORP.)
COUNTRY BLUES	Registered	73802207	July 31, 1989	1595486	May 8, 1990	Nygaard Inc. (DELAWARE CORP.)
TAN JAY	Registered	73512889	December 10, 1984	1410587	September 23, 1986	Nygaard Inc. (DELAWARE CORP.)
TAN JAY (Stylized)	Registered	77322714	November 6, 2007	3471091	July 22, 2008	Nygaard Inc. (DELAWARE CORP.)
WHERE FASHION MEETS TECHNOLOGY	Registered	76079669	June 28, 2000	2718419	May 27, 2003	Nygaard Inc. (DELAWARE CORP.)
ADX	Pending	87335789	February 14, 2017			Nygaard Inc. (DELAWARE CORP.)
ADX (Stylized)	Pending	87233470	November 10, 2016			Nygaard Inc. (DELAWARE CORP.)
ADX ALIA EXPRESS	Pending	87152529	August 26, 2016			Nygaard Inc. (DELAWARE CORP.)
ADX ALLISON DALEY EXPRESS	Pending	87152515	August 26, 2016			Nygaard Inc. (DELAWARE CORP.)
ADX ALLISON DALEY EXPRESS (Stylized)	Pending	87233475	November 10, 2016			Nygaard Inc. (DELAWARE CORP.)
ADX ALLISON DALEY EXPRESS (Stylized)	Pending	87233473	November 10, 2016			Nygaard Inc. (DELAWARE CORP.)
ADX SLIMS	Pending	87335802	February 14, 2017			Nygaard Inc. (DELAWARE CORP.)
NYGÅRD SLIMS BY BIANCA NYGÅRD (Stylized)	Pending	86852118	December 17, 2015			Nygaard Inc. (DELAWARE CORP.)

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Mark	Status	Serial No.	App Filing Date	Reg. No.	Reg. Date	Owner
A.R.T.S.	Registered	74716428	August 16, 1995	2048696	April 1, 1997	Nygaard, Inc. (DELAWARE CORP.)
A.R.T.S.2 (Stylized)	Registered	74719436	August 23, 1995	2130965	January 20, 1998	Nygaard, Inc. (DELAWARE CORP.)
COMFORT FIT	Registered	74801064	April 30, 1990	1772455	May 18, 1993	Nygaard, Inc. (DELAWARE CORP.)
STEP INTO STRETCH	Registered	75179112	October 9, 1996	2302407	December 21, 1999	Nygaard, Inc. (DELAWARE CORP.)
ALLISON DALEY	Registered	73728656	May 16, 1988	1523606	February 7, 1989	Nygaard, Inc. (DELAWARE CORP.)

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