

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555985

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NYGARD INC.		12/30/2019	Corporation: DELAWARE
NYGARD INTERNATIONAL PARTNERSHIP		12/30/2019	Partnership: CANADA

RECEIVING PARTY DATA

Name:	White Oak Commercial Finance, LLC, as Agent
Street Address:	1155 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	5444572	ADX
Registration Number:	5444573	ADX SLIMS
Registration Number:	5444145	ADX ALLISON DALEY EXPRESS
Registration Number:	5283494	NYGÅRD SLIMS BY BIANCA NYGÅRD
Registration Number:	3471091	TAN JAY
Registration Number:	2718419	WHERE FASHION MEETS TECHNOLOGY
Registration Number:	2302407	STEP INTO STRETCH
Registration Number:	2130965	A.R.T.S.2
Registration Number:	2048696	A.R.T.S.
Registration Number:	1772455	COMFORT FIT
Registration Number:	1595486	COUNTRY BLUES
Registration Number:	1523606	ALLISON DALEY
Registration Number:	1365686	ALIA
Registration Number:	1365687	BIANCA NYGARD
Registration Number:	1410587	TAN JAY
Registration Number:	5251498	SO SMOOTH
Registration Number:	4928105	SLIMS INDIGO
Registration Number:	4928106	NYGÅRD SLIMS INDIGO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4928087	INDIGO SLIMS
Registration Number:	5256512	NYGÅRD
Registration Number:	4827620	NYGÅRD
Registration Number:	4941774	NYGÅRD SLIMS BY PETER NYGÅRD
Registration Number:	4983610	NYGÅRD SLIMS
Registration Number:	4941773	NYGÅRD SLIMS BY PETER NYGÅRD
Registration Number:	4822692	SLIMCURVE TECHNOLOGY
Registration Number:	5144079	NYGÅRD STYLE
Registration Number:	5144080	NYGÅRD STYLE
Registration Number:	4401061	HUG
Registration Number:	4376895	NOT JUST PANTS NJP
Registration Number:	3563432	DFX DESIGNER FASHION EXCHANGE
Registration Number:	3570073	NYGÅRD FOR LIFE
Registration Number:	3276120	NYGARD FASHION NETWORK (NFN)
Registration Number:	2080489	NYGARD COLLECTIONS
Registration Number:	2667459	P J NYGARD PETER NYGARD
Registration Number:	1897202	COLLECTIONS INTERNATIONALE
Registration Number:	1628390	EXANDRA
Registration Number:	1610620	N.K.D.
Registration Number:	1376561	BIANCA

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Leslie Kirsner
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	01/06/2020

Total Attachments: 11

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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):

NYGARD INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 30, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: White Oak Commercial Finance, LLC, as Agent

Internal Address: _____

Street Address: 1155 Avenue of the Americas

City: New York

State: New York

Country: USA Zip: 10036

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

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)

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

A. Trademark Application No.(s)
See Schedule I attached

B. Trademark Registration No.(s)
See Schedule I attached

Additional sheet(s) attached? Yes No

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

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way, Suite 125

City: Columbus

State: Ohio Zip: 43219

Phone Number: 614-280-3566

Fax Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** _____

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

/Leslie Kirsner/

December 30, 2019

Signature

Date

Leslie Kirsner

Name of Person Signing

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

Page 2

Continuation of the information in Item 1 on Trademark Recordation form cover sheet –
additional conveying party)

Name of additional conveying party:

NYGARD INTERNATIOPNAL PARTNERSHIP

Partnership
Winnipeg, Canada

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Assignment"), dated as of December 30, 2019, by the undersigned (each, a "Grantor" and, collectively, the "Grantors"), in favor of WHITE OAK COMMERCIAL FINANCE, LLC (the "Agent").

WITNESSETH:

WHEREAS, reference is made to that certain (i) Security Agreement (including all exhibits and schedules thereto and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "US Security Agreement"), dated as of the date hereof made by and among NYGÅRD HOLDINGS (USA) LIMITED, NYGARD INC., FASHION VENTURES, INC., NYGARD NY RETAIL, LLC and each of the other entities listed on the signature pages thereto or from time to time party thereto by execution of a joinder agreement, as pledgors, assignors and debtors, in favor of the Agent, and (ii) Canadian Security and Pledge Agreement (including all exhibits and schedules thereto and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Canadian Security Agreement" and, together with the US Security Agreement, the "Security Agreements"), dated as of the date hereof made by and among NYGARD ENTERPRISES LTD., NYGARD PROPERTIES LTD., NYGARD INTERNATIONAL PARTNERSHIP, the other entities signatory thereto as grantors and each of the other entities listed on the signature pages thereto or from time to time party thereto by execution of a joinder agreement, as pledgors, assignors and debtors, in favor of the Agent.

WHEREAS, the Grantors are required to execute and deliver to the Agent this Trademark Assignment for the benefit of the Credit Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreements and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreements, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As security for the payment and performance in full of the Secured Obligations, the Grantors hereby grant to the Agent and their successors and assigns, for the benefit of the Credit Parties, a continuing lien on and security interest in all of such Grantors' right, title and interest in, to and under any Trademarks and Licenses with respect to Trademarks constituting Collateral owned by the Grantors, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to

use” application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENTS. The liens and security interests granted pursuant to this Trademark Assignment are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Credit Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreements, as applicable. The Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Security Agreements, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Assignment conflicts with the applicable Security Agreement, the provisions of the applicable Security Agreement shall control.

4. COUNTERPARTS. This Trademark Assignment may be executed in any number of 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 Trademark Assignment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. TERMINATION OR RELEASE. This Trademark Assignment shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 9.5 of the US Security Agreement and Section 8.16 of the Canadian Security Agreement, as applicable.

6. GOVERNING LAW. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Grantors have caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

NYGARD INC., as a Grantor

By: 

Name: Greg Fenske
Title: Chief Executive Officer and President

NYGARD INTERNATIONAL
PARTNERSHIP, as a Grantor, by its partners:
4093879 CANADA LTD.

By: _____
Name:
Title:

4093887 CANADA LTD.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]


TRADEMARK
REEL: 006831 FRAME: 0089

IN WITNESS WHEREOF, Grantors have caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

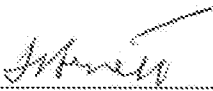
NYGARD INC., as a Grantor

By: _____
Name
Title:

NYGARD INTERNATIONAL
PARTNERSHIP, as a Grantor, by its partners:
4093879 CANADA LTD.

By:  _____
Name James R. Bennett
Title: Secretary and Treasurer

4093887 CANADA LTD.

By:  _____
Name: James R. Bennett
Title: Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,
as Agent

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006831 FRAME: 0090

IN WITNESS WHEREOF, Grantors have caused this Trademark Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

NYGARD INC., as a Grantor

By: _____
Name
Title:

NYGARD INTERNATIONAL
PARTNERSHIP, as a Grantor, by its partners:
4093879 CANADA LTD.

By: _____
Name
Title:

ACCEPTED AND ACKNOWLEDGED BY:



WHITE OAK COMMERCIAL FINANCE, LLC,
as Agent



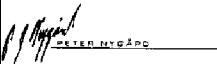
By: Sudhir Chaudhry
Name: SUDHIR CHAUDHRY
Title: S.V.P

SCHEDULE I
to
TRADEMARK ASSIGNMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS

OWNER	REGISTRATION NUMBER	TRADEMARK
Nygaard Inc.	5444572	ADX
Nygaard Inc.	5444573	ADX SLIMS
Nygaard Inc.	5444145	<small>ADX ALLISON DALEY EXPRESS</small>
Nygaard Inc.	5283494	NYGÅRD SLIMS <small>By Stanna Nygård</small>
Nygaard Inc.	3471091	TANJAY
Nygaard Inc.	2718419	WHERE FASHION MEETS TECHNOLOGY
Nygaard Inc.	2302407	STEP INTO STRETCH
Nygaard Inc.	2130965	A.R.T.S.,
Nygaard Inc.	2048696	A.R.T.S.
Nygaard Inc.	1772455	COMFORT FIT
Nygaard Inc.	1595486	COUNTRY BLUES
Nygaard Inc.	1523606	ALLISON DALEY
Nygaard Inc.	1365686	ALIA

		Translation: OTHERS, OTHER THINGS
Nygaard Inc.	1365687	BIANCA NYGARD
Nygaard Inc.	1410587	TAN JAY
Nygaard International Partnership	5251498	SO SMOOTH
Nygaard International Partnership	4928105	SLIMS INDIGO
Nygaard International Partnership	4928106	NYGÅRD SLIMS INDIGO
Nygaard International Partnership	4928087	INDIGO SLIMS
Nygaard International Partnership	5256512	
Nygaard International Partnership	4827620	NYGÅRD
Nygaard International Partnership	4941774	

Ny gard International Partnership	4983610	NYGÅRD SLIMS
Ny gard International Partnership	4941773	NYGÅRD SLIMS BY PETER NYGÅRD
Ny gard International Partnership	4822692	SLIMCURVE TECHNOLOGY
Ny gard International Partnership	5144079	NYGÅRD
Ny gard International Partnership	5144080	N Y G Å R D STYLE
Ny gard International Partnership	4401061	HUG
Ny gard International Partnership	4376895	NOT JUST PANTS NJP
Ny gard International Partnership	3563432	 DESIGNER FASHION exchange
Ny gard International Partnership	3570073	Ny gard  for Life
Ny gard International Partnership	3276120	NYGARD FASHION NETWORK (NFN)
Ny gard International Partnership	2080489	NYGARD COLLECTIONS
Ny gard International Partnership	2667459	

Nygaard International Partnership	1897202	COLLECTIONS INTERNATIONALE
Nygaard International Partnership	1628390	EXANDRA
Nygaard International Partnership	1610620	N.K.D.
Nygaard International Partnership	1376561	BIANCA