

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 1 to Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNCAS INTERNATIONAL, LLC		03/06/2020	Limited Liability Company: RHODE ISLAND

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	125 High Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5354718	CURVY CHIC
Registration Number:	5257882	EL BY ERICA LYONS
Registration Number:	5209336	TRUE SENTIMENTS
Registration Number:	729169	UNCAS
Registration Number:	4334546	JUILLIET
Registration Number:	5770474	KALINA MOON
Serial Number:	88205111	RHODE & CO.
Serial Number:	88202906	FAR WEST
Serial Number:	87855415	TECH & TRAVEL
Serial Number:	88381288	JUST SIMPLE
Serial Number:	88292617	OH HELLO
Serial Number:	87537515	PURPLE LEMONADE

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: jade.tanks@wolterskluwer.com

Correspondent Name: CT Corporation

TRADEMARK

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Syed Humza Moinuddin

SIGNATURE: /Syed Humza Moinuddin/

DATE SIGNED: 03/06/2020

Total Attachments: 6

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AMENDMENT NO. 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of March 6, 2020, by and between UNCAS INTERNATIONAL, LLC, a Rhode Island limited liability company ("Company") and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Patent and Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Company and Secured Party are parties to the Patent and Trademark Security Agreement, dated as of February 23, 2017 and recorded with the United States Patent and Trademark Office on February 23, 2017 at Reel/Frame 6002/0978 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Patent and Trademark Security Agreement");

WHEREAS, pursuant to the Patent and Trademark Security Agreement, Company has, among other things, granted to Secured Party a security interest in all present and future Trademarks of Company, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Company has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks and applications therefor registered or filed with the United States Patent and Trademark Office described in Annex I hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, Company is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Secured Party, as provided by the terms and conditions of the Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Secured Party hereby agree as follows:

1. Amendment to Patent and Trademark Security Agreement.

(a) Without limiting any of the Trademarks otherwise described in the Patent and Trademark Security Agreement, Exhibit B to the Patent and Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Additional Trademarks.

(b) All references to the term "Trademarks" in the Patent and Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks, the respective goodwill associated with each, licenses, fees or royalties with respect to each, the right to sue for past, present and future infringement, dilution and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired (collectively, the "Additional Trademark Collateral").

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 2 of the Patent and Trademark Security Agreement or any other provisions thereof, Company hereby confirms, reaffirms and restates the prior grant of Patents and

Trademarks to Secured Party (for itself as Lender and for each Bank Product Provider), and Company hereby grants to Secured Party (for itself as Lender and for each Bank Product Provider) a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks set forth in the Patent and Trademark Security Agreement shall apply to the Additional Trademark Collateral.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Patent and Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Patent and Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Patent and Trademark Security Agreement, the term or provision of this Amendment shall control. This Amendment and the Patent and Trademark Security Agreement shall be read and construed as one agreement.


5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

COMPANY:

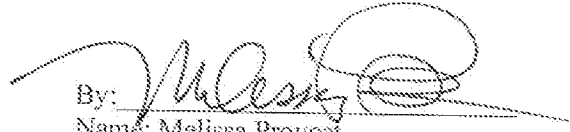
UNCAS INTERNATIONAL, LLC

By: 
Name: Steven T. Dreier
Title: Chief Executive Officer

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: Melissa Provost

Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Patent and Trademark Security Agreement (Uncas)]

TRADEMARK

REEL: 006884 FRAME: 0740

ANNEX I
TO
AMENDMENT NO. 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT

Additional Trademarks

Registrations:

Mark	Registration Number
Curvy Chic	5354718
El By Erica Lyons	5257882
True Sentiments	5209336
Uncas	729169
Juilliet	4334546
Kalina Moon	5770474

Applications:

Mark	Application Number
Rhode & Co	88205111
Far West	88202906
Tech & Travel	87855415
Just Simple	88381288
Oh Hello	88292617
Purple Lemonade	87537515