

10/16/2014



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OMB Collection 0651-9027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

MRD 10/15/14
Re 700516858

1. Name of conveying party(ies)/Execution Date(s):

HAROLD LEVINSON ASSOCIATES, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) September 22, 2014

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Wells Fargo, National Association, as Agent

Internal Address:

Street Address: 100 Park Avenue, 14th Floor

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other ___ Citizenship:

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 Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

Joanne BL Arnold
Name of Person Signing

September 22, 2014

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005380 FRAME: 0495

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Company	Trademark	Reg. No.	Registration Date
Harold Levinson Associates, LLC	ISLAND COFFEE CO.	3593666	March 24, 2009

II. TRADE NAMES

Company	Trade Name
Harold Levinson Associates, LLC	"House of Oxford"

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[Execution]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of September 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "Agreement"), is entered into by Harold Levinson Associates, LLC, a New York limited liability company formerly known as Harold Levinson Associates NY, LLC that is successor by merger to Harold Levinson Associates, Inc. ("Grantor") in favor of Wells Fargo, National Association, a national banking association, in its capacity as agent for Secured Parties (in such capacity, "Agent").

WHEREAS, Grantor has entered into that certain Amended and Restated Loan and Security Agreement, dated of as of the date hereof, among the lenders from time to time party thereto (the "Lenders"), Grantor, certain affiliates of Grantor, Agent and Lenders (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of Grantor to Agent for the benefit of Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Agent hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Loan Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for the benefit of Secured Parties, a security interest in and continuing first lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, trademark and service mark applications, including, without limitation, those trademarks, service marks, and trademark and service mark applications listed on Schedule A;
- (b) all extensions, renewals, and reissues of any of the foregoing,
- (c) all licenses of any of the foregoing,
- (d) all goodwill associated with or symbolized by of any of the foregoing,
- (e) all rights to sue for past, present, and future infringement of any of the foregoing, and
- (f) all other rights related to any of the foregoing.

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SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent and Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 4. RECORDATION. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement; provided, that, Agent may modify this Agreement by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Agent and Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Agent and/or Secured Parties given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

HAROLD LEVINSON ASSOCIATES, LLC,
successor by merger to Harold Levinson Associates,
Inc., a New York limited liability company

By: Harold Levinson Holdings, LLC, its
manager

By: 

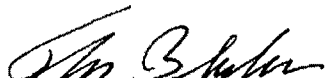
Name: Andrew P. DeFrancesco

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

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WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: *Thomas Blackman*
Title: *Director*

[Signature Page to Trademark Security Agreement]