

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEZZIT LLC		07/21/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
Internal Address:	Attn: Barry Solomon, FVP		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86913704	EVELYN TAYLOR	
Registration Number:	3918473	PINK ANGEL	
Registration Number:	4071950	PINK KISS	
Registration Number:	4530137	SEZZIT	
Registration Number:	4360315	X-LABEL	
CORRESPONDENCE DATA			
Fax Number:	2125930353		
<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>			
Phone:	2124008954		
Email:	pshur@platzerlaw.com		
Correspondent Name:	PlatzerSwergoldLevineGoldbergKatzJaslow		
Address Line 1:	475 Park Avenue South, 18th Fl		
Address Line 2:	Attn: Paul H. Shur, Esquire		
Address Line 4:	New York, NEW YORK 10016		
NAME OF SUBMITTER:	Barry Solomon, First Vice President		
SIGNATURE:	/Barry Solomon/		
DATE SIGNED:	08/19/2016		

OP \$140.00 86913704

Total Attachments: 8

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**TRADEMARK AND TRADENAME
SECURITY AGREEMENT**

THIS TRADEMARK AND TRADENAME SECURITY AGREEMENT (the "Trademark Agreement") is made as of this 21 day of July, 2016 by CUDLIE ACCESSORIES LLC and SEZZIT LLC, each a New York limited liability company and each having its chief executive office located at 1 East 33rd Street, New York, New York 10016 (jointly and severally, separately and collectively the "Grantor") in favor of ISRAEL DISCOUNT BANK OF NEW YORK with offices located at 511 Fifth Avenue, New York, New York 10017 (the "Lender").

WHEREAS, the Grantor is the owner and holder of the Trademarks listed on Schedule A annexed hereto and made a part hereof, together with all of the goodwill of the business symbolized by each of the Trademarks; and

WHEREAS, the Grantor and the Lender have executed a certain Amended and Restated Loan and Security Agreement of even date herewith (said Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time being the "Loan Agreement") (any capitalized terms used, but not specifically defined herein, have the meaning provided for such terms in the Loan Agreement); and

WHEREAS, to induce the Lender to enter into the Loan Agreement and to grant the loans, advances and extensions of credit to the Grantor in accordance with the Loan Agreement, the Grantor has offered to execute and deliver this Trademark Agreement to the Lender, granting and conveying to the Lender a security interest, first in priority, upon the Collateral (as such term is hereinafter defined);

NOW, THEREFORE, in consideration of the foregoing, in consideration of the premises set forth in the Loan Agreement and in order to induce the Lender to grant the loans, advances and extensions of credit to the Grantor in accordance with the Loan Agreement, the Grantor hereby agrees with the Lender for its benefit as follows:

1. Certain Defined Terms. As used in this Trademark Agreement, unless the context otherwise requires:

(a) "Collateral": means, collectively and individually--

(i) all of the Trademarks including without limitation, those listed on Schedule A annexed hereto and made a part hereof and the goodwill of the business symbolized by each of those Trademarks;

(ii) each of the Licenses;

(iii) all accounts, contract rights and general intangibles of the Grantor arising under or relating to the Licenses, whether now existing or hereafter arising, including, without limitation, (1) all moneys due and to become due under any License, (2) any damages arising out of or for breach or default in respect of any such License, (3) all other amounts from time to time paid or payable under or in connection with any such License, and (4) the right of the Grantor to terminate any such License or to perform and to exercise all remedies thereunder;

(iv) any claims by the Grantor against third parties, and all proceeds of suits, for infringement of the Trademarks, and the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States; and

(v) as to all of the foregoing (i) through (iv) inclusive, and any and all cash proceeds, non-cash proceeds and products thereof, additions and accessions thereto, replacements and substitutions therefor, and all related books, records, journals, computer print-outs and data, of the Grantor.

(b) "Licenses": Collectively and individually, any and all Trademark license agreements granted by the Grantor to third parties, whether now existing or hereafter arising, as any of same may from time to time be amended or supplemented, including, but not limited to, the license agreements listed on Schedule B annexed hereto and made a part hereof.

(c) "Debt": All loans, advances, indebtedness, notes, liabilities, overdrafts, outstanding letters of credit not drawn upon, letters of credit drawn upon and not yet reimbursed, outstanding acceptances, and other amounts, liquidated or unliquidated, of every kind, nature and description, whether arising under this Agreement or otherwise, and the "Debt" defined in the Loan Agreement.

(d) "Trademarks": Collectively and individually,
all--

(i) trademarks, trade names, trade dress, service marks, prints and labels on which said trademarks, trade names, trade dress and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all applications thereof filed under Section 1(a) of the Lanham Act (15 U.S.C.A. 1051(a)), and all registrations and recordings of any of the foregoing, including, without limitation, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, including, but not limited to, those listed on Schedule A annexed hereto and made a part hereof; and

(ii) trademarks, trade names, trade dress and service marks, whether now or hereafter owned by the Grantor which have not or are not required to be registered or recorded in any jurisdiction; and

(iii) reissues, extensions or renewals thereof and all licenses thereof (including, without limitation, all license agreements).

2. Grant of Security. To secure payment and performance of all of the Debt of the Grantor to the Lender, the Grantor hereby mortgages to and pledges to the Lender and grants and conveys to the Lender a security interest in all of the Grantor's right, title and interest in and to the Collateral, which security interest is to remain in full force and effect until all of the Debt to the Lender is fully paid and satisfied.

3. Representations, Warranties and Covenants of the Grantor. The Grantor incorporates by reference its representations, warranties, covenants and agreements relating to the Collateral as more fully set forth in the Loan Agreement and the following:

(a) No Additional Trademarks. As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedules A annexed hereto and made a part hereof. If, before the Debt has been irrevocably paid in full, the Grantor obtains rights to any new Trademarks or becomes entitled to the benefit of any trademark application or trademark for any reissue, division, renewal, extension or continuation in whole or in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 above

automatically apply thereto and the Grantor will give Lender prompt written notice thereof and the parties hereto agree to modify Schedule A accordingly. The Grantor will execute and deliver to Lender any documents and/or agreements to perfect Lender's security interest in such additional Trademarks.

(b) **Responsibility and Liability.** The Grantor assumes all responsibility and liability arising from the use of the Trademarks and Licenses, and hereby indemnifies and holds the Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such obligations of the Grantor will be and remain enforceable against and only against the Grantor and will not be enforceable against the Lender.

(c) **Protection of the Trademarks.** The Grantor agrees that if it learns of any use by any person of any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Collateral, the Grantor will promptly notify the Lender of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Lender, will join with the Lender, at the Grantor's expense, in such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Trademarks, it being understood that the foregoing does not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

4. **Lender's Appointment as Attorney-in-Fact.** The Grantor hereby irrevocably constitutes and appoints the Lender, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor and in the name of the Grantor or in its own name, from time to time in the Lender's discretion, for the purposes of carrying out the terms of this Trademark Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Agreement.

5. **Event of Default.** The occurrence of any one or more of the following constitutes an Event of Default under this Agreement:

(a) The occurrence of any Default or event of Default defined under the Loan Agreement;

(b) A breach by the Grantor of any covenant in any material respect as contained in this Trademark Agreement;

(c) If any warranty or representation contained in this Trademark Agreement, including, without limitation, the warranties and representations contained in Section 3 of this Trademark Agreement, is incorrect in any material respect.

6. **Remedies.** Upon the occurrence of an Event of Default, in addition to all other rights and remedies of the Lender, whether under law, in equity or otherwise (all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently):

(i) the Lender has all of the rights and remedies set forth in the Loan Agreement;

(ii) the Lender may appear before the United States Patent and Trademark Office as owner of the Collateral, without recording or filing any documents to evidence the Lender's ownership in the Collateral;

(iii) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, the Lender may, at any time, pursuant to the authority granted in the Special Power of Attorney (such authority becoming effective on the occurrence of an Event of Default), execute and deliver on behalf of the Grantor, one or more instruments of assignment of the Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Grantor agrees to pay when due all reasonable costs and expenses incurred in any such transfer of the Trademarks, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Debt to the Lender. The Lender may apply the proceeds actually received from any such license, assignment, sale or other disposition to the payment of the Debt to the Lender as provided for in the Loan Agreement. The Grantor remains liable for any deficiency with respect to the Debt to the Lender, which bear interest and are payable at the Default Rate of interest under the Loan Agreement. The rights of the Grantor to receive any surplus are subject to any duty of the Lender imposed by law to the holder of any subordinate security interest in the Collateral known to the Lender. Nothing contained herein is to be construed as requiring the Lender to take any such action at any time.

7. Execution of Special Power of Attorney. The Grantor will execute and deliver to the Lender a certain Special Power of Attorney for the implementation of the sale, assignment, licensing or other disposition of the Collateral pursuant to this Trademark Agreement as provided in the Loan Agreement.

8. Amendments and Modification. No provision hereof may be modified, altered, waived or limited except by a written instrument expressly referring to this Trademark Agreement and executed by the party to be charged.

9. Binding Nature. This Trademark Agreement is binding upon and inures to the benefit of the successors, assigns or other legal representatives of the Grantor, and is, together with the rights and remedies of the Lender hereunder, binding upon and inures to the benefit of the Lender, its successors, assigns or other legal representatives.

10. GOVERNING LAW. THIS TRADEMARK AGREEMENT IS TO BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

11. Notices. All notices, requests, demands and other communications provided for hereunder are to be in writing (unless otherwise expressly provided herein) and sent and deemed to have been received as set forth in the Loan Agreement.

12. Counterparts. This Trademark Agreement may be executed in counterparts, each of which, when taken together, are to be deemed one and the same instrument.

13. Headings. Section headings herein are included for convenience of reference only and do not constitute a part of this Trademark Agreement for any other purpose.

14. Acknowledgment of Receipt. The Grantor acknowledges receipt of a copy of this Trademark Agreement.

15. No Waiver. No course of dealing between the Grantor and the Lender, and no delay or omission of the Lender in exercising or enforcing any of the Lender's rights and remedies hereunder constitutes a waiver thereof, and no waiver by the Lender of any Event of Default operates as a waiver of any other Event of Default.

16. Severability. If any of the provisions of this Trademark Agreement contravene or are held invalid under the laws of any jurisdiction, this Trademark Agreement is to be construed as if not containing such provisions and the rights, remedies, warranties, representations, covenants, and provisions hereof are to be construed and enforced accordingly in such jurisdiction and do not in any manner affect such provision in any other jurisdiction, or any other provisions of this Trademark Agreement in any jurisdiction. In the event of any inconsistency between the provisions of this Trademark Agreement and the Loan Agreement, the terms of the Loan Agreement prevail.

17. Interest Granted to Lender. Notwithstanding any provision of this Trademark Agreement to the contrary, the interest granted to the Lender under this Trademark Agreement is intended to be a pledge and a security interest only, and the execution of this Trademark Agreement is not intended to create an assignment or a transfer of title or any other property rights to the Trademarks.

18. WAIVER OF JURY TRIAL. THE GRANTOR WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS TRADEMARK AGREEMENT.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Agreement to be duly executed as of the day and year first above written.

ATTEST/WITNESS:

Gladys Reiss
Print Name:
Title: office mgr

Gladys Reiss
Print Name:
Title: office mgr

CUDLIE ACCESSORIES LLC

By: [Signature]
Print Name: Paul Sutton
Title: Manager

SEZZIT LLC

By: [Signature]
Print Name: Paul Sutton
Title: Manager

Schedule A
to
Trademark and Tradename Security Agreement

CUDLIE ACCESSORIES LLC
("Grantor")

TRADEMARKS

<u>Trademarks</u>	<u>Serial Number</u>	<u>Registration Number</u>
Baby Sac	85184583	3963864
Baby University	86201635	
CJP	86680468	
Confetti	75851377	2383443
Cudlie	85173304	4166472
Cudlie	73745628	1543588
Cudlie Juvenile Products	86680460	
Lightning Lights	86395400	4882586
Little Beginnings	85291696	4049259
Mad Labs	86977624	4868512
Pink Lemon	86201645	4956379
Poochie & Co.	85215775	4206828
Poochie & Co.	86388812	4751111
Reboot Ctrl Alt Del	86959851	
What's Next?	75664900	2400918
What's Next?	86815358	

Schedule A
to
Trademark and Tradename Security Agreement

SEZZIT LLC
("Grantor")

TRADEMARKS

<u>Trademarks</u>	<u>Serial Number</u>	<u>Registration Number</u>
Evelyn Taylor	86913704	
Pink Angel	77721017	3918473
Pink Kiss	85236559	4071950
Sezzit	85598854	4530137
X-Label	85719919	4360315

Schedule B
to
Trademark and Tradename Security Agreement

LICENSE AGREEMENTS

None