

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423516

<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>
HOOD BY AIR LICENSING, LLC		04/12/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HILLDUN CORPORATION		
<b>Street Address:</b>	55 Canal Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10002		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4708149	HOOD BY AIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>			
<b>Phone:</b>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Vanessa A. Ignacio, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	65 Livingston Avenue		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068-1791		
<b>NAME OF SUBMITTER:</b>	Vanessa A. Ignacio, Esq.		
<b>SIGNATURE:</b>	/Vanessa A. Ignacio/		
<b>DATE SIGNED:</b>	04/12/2017		
<b>Total Attachments: 4</b>			
source=Hood by Air Licensing, LLC to Hilldun Corporation (IP Security Agreement dated 4.12.17)#page1.tif			
source=Hood by Air Licensing, LLC to Hilldun Corporation (IP Security Agreement dated 4.12.17)#page2.tif			
source=Hood by Air Licensing, LLC to Hilldun Corporation (IP Security Agreement dated 4.12.17)#page3.tif			
source=Hood by Air Licensing, LLC to Hilldun Corporation (IP Security Agreement dated 4.12.17)#page4.tif			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is entered into as of April 12, 2017, by and between **HILLDUN CORPORATION**, a New York corporation, with an office located at 225 West 35<sup>th</sup> Street, New York, New York 10001 (“**Hilldun**”) and **HOOD BY AIR LICENSING, LLC**, a California limited liability company with an office located at 55 Canal Street, New York, New York 10002 (“**Grantor**”).

### RECITALS

A. Hilldun has entered into a certain Trademark Collateral Assignment and Security with Grantor dated as of April 4, 2014 ( as amended, modified, supplemented or restated from time to time, the “**Trademark Security Agreement**”) pursuant to which the Grantor granted to Hilldun a security interest in and lien upon certain trademarks (collectively the “**IP Collateral**”).

B. Pursuant to Exhibit C of the Trademark Security Agreement, Grantor has granted to Hilldun the right, as Grantor’s attorney-in-fact, to execute and deliver on behalf of Grantor any and all agreements, documents, instrument of assignment, or other papers which Hilldun, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any additional trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Hilldun, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To further secure Grantor’s obligations to Hilldun, Grantor hereby grants in favor of Hilldun a lien upon and security interest in all of Grantor’s right, title and interest in, to and under the IP Collateral identified on Exhibit A annexed hereto; together with:

(a) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(b) All licenses or other rights to use any of the foregoing and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(c) All amendments, extensions, renewals and extensions of any of the foregoing; and

(d) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this Agreement.

3. Incorporation by Reference. This Agreement has been entered into pursuant to and in conjunction with the Trademark Security Agreement, which is hereby incorporated by reference. The provisions of the Trademark Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Hilldun with respect to the IP Collateral are as provided by the Trademark Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in 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 to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

HOOD BY AIR LICENSING, LLC by

HILLDUN CORPORATION, its attorney-in-fact

By: 

Title: Joshua V. Kaplan  
EVP & Secretary

HILLDUN:

HILLDUN CORPORATION

By: 

Title: Joshua V. Kaplan  
EVP & Secretary

TRADEMARK

REEL: 006033 FRAME: 0227

EXHIBIT A

Trademarks

Country	Trademark	Status	Registration Number	Registration Date
United States	HOOD BY AIR	Registered	4708149	March 24, 2015