

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ECRU Designs, LLC		12/08/2017	Limited Liability Company: NEW JERSEY
DB50 LLC		12/08/2017	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Merchant Factors Corp.		
Street Address:	1441 Broadway, 22nd Floor		
Internal Address:	c/o Ian R. Winters		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4914176	ECRU	
CORRESPONDENCE DATA			
Fax Number:	2129722245		
<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:	(212) 972-3000		
Email:	rgargiulo@klestadt.com		
Correspondent Name:	Ian R. Winters		
Address Line 1:	200 West 41st Street, 17th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Ian R. Winters		
SIGNATURE:	/s/Ian R. Winters		
DATE SIGNED:	01/23/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of Dec 8, 2017 by and among ECRU DESIGNS, LLC, a limited liability company ("Grantor"), DB50, LLC, a limited liability company ("DB"), and MERCHANT FACTORS CORP. ("Secured Party").

RECITALS

WHEREAS, Grantor and the Secured Party have executed and entered into a Discount Factoring Agreement dated as of Dec 8, 2017 (the "Factoring Agreement") and certain other related agreements and documents executed in connection therewith (as may be amended or modified from time to time) (collectively, the "Financing Documents"), pursuant to which Secured Party has agreed to provide factoring services and provide other financial accommodations to Grantor;

WHEREAS, DB is the record owner of certain trademarks used in connection with Grantor's business and has guaranteed the obligations owed to Secured Party under the Factoring Documents;

WHEREAS, in order to induce the Secured Party to enter into and extend credit to the Grantor under the Financing Documents and to further induce the Secured Party to enter into and extend factoring services and financial accommodations under the Financing Documents, and to further secure the obligations owed at any time to Secured Party (the "Obligations"), Grantor and DB have agreed to grant the Secured Party a security interest in the Pledged Trademark Collateral (defined below), and in consideration of the premises set forth herein, the Grantor and DB hereby agree with the Secured Party, as follows:

SECTION I. Definitions.

(a) Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Factoring Agreement and the Financing Agreements (as applicable).

(b) Definitions in this Agreement. The following terms, as used in this Agreement, have the following meanings:

"Goodwill" shall mean, collectively, the goodwill connected with such Grantor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property with respect to any Trademark in which Grantor or DB has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Grantor's business.

"Proceeds" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" shall mean, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor or DB and all registrations and applications for the foregoing (whether statutory or common law and whether

established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor and DB hereby pledge and grant to Secured Party a lien on and security interest in and to all of such Grantor's and DB's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all Trademarks listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Factoring Agreement and other Financing Documents to secure payment and performance of all Obligations and Grantor hereby acknowledges and affirms the rights and remedies of the Secured Party with respect to the security interest in the Pledged Trademark Collateral made and granted hereby as more fully set forth in the Factoring Agreement and other Financing Documents, 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 Agreement is deemed to conflict with the Financing Documents, the provisions of the Financing Documents shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations in cash, or the provision of a letter of indemnity in a form and substance acceptable to Secured Party, the Secured Party shall execute, acknowledge, and deliver to the Grantor and DB an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

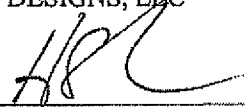
SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE TO FOLLOW]


In witness whereof, the parties hereto have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ECRU DESIGNS, LLC

By: 
Name: HOWARD SHEER
Title: President

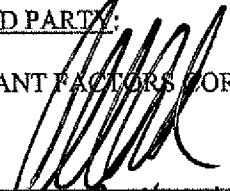
DB50 LLC

By: 
Name: HOWARD SHEER
Title: President

ACCEPTED AND AGREED:

SECURED PARTY:

MERCHANT FACTORS CORP.

By: 
Name: SCOTT ROSTA
Title: *VP*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATION

Registration:

Trademark	Registration Number	Jurisdiction	Owner
ECRU	4,914,176	NEW JERSEY	DB50 LLC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
CT Lien Solutions	8003313282
B. E-MAIL CONTACT AT FILER (optional)	
sosack@uccdirect.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="border: 1px solid black; padding: 5px;"> CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 US </div>	

State of New Jersey
Department of the Treasury
Division of Revenue & Enterprise Services
UCC Section
Filed

Filing Number: 52529997

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME						
ECRU DESIGNS, LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
275 North Wyoming Avenue			South Orange	NJ	07079	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME						
MERCHANT FACTORS CORP.						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
1441 Broadway, 22nd Floor			New York	NY	10018	US

4. COLLATERAL: This financing statement covers the following collateral:
As security for the payment and performance of all liabilities of the Borrower to Merchant, the Borrower hereby grants, and Merchant shall have, a first priority continuing security interest in the following and all proceeds, products and accessions, if any, and all goods, instruments, documents of title, policies and certificates of insurance, except for items specified in paragraph (c) below subject to other liens in which Merchant would have a second priority continuing security interest. (hereinafter called the "collateral"):
(a) (i) All presently existing and hereafter arising accounts, contract rights, and all other forms of obligations arising out of the sale or lease of goods or the rendition of services, whether or not earned by performance and any and all credit insurance, guarantees, and security therefor, as well as all returned or reclaimed merchandise related to any of the foregoing; deposit accounts, commercial tort claims; letter of credit rights; electronic chattel paper and license fees (hereinafter referred to as "Accounts"); and (ii) All books and records relating to any of the foregoing including ledgers; records indicating, summarizing or evidencing Debtor's assets or liabilities, or the collateral; all information relating to Debtor's business operations or financial

See attachment.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
61769303

condition; and all computer programs, disk or tape files, printouts, runs or other computer prepared information, and the equipment containing such information; any money, deposit accounts, or assets of Debtor which hereafter come into the possession, custody or control of Secured Party (hereinafter referred to as "Books and Records"); and/or (b) All present and future inventory, including goods held for sale or lease or to be furnished under a contract of service, and all present and future raw materials, work in process, finished goods and packing and shipping materials, wherever located, and any documents of title representing any of the foregoing (hereinafter referred to as "Inventory"); and/or (c) All present and hereafter acquired machinery, machine tools, motors, equipment, furniture, furnishings, fixtures, motor vehicles, tools, parts, dies, jugs, goods and any interest in the foregoing and all attachments, accessories, accessions, replacements, substitutions, additions and improvements to the foregoing (wherever located) not subject to liens to any party other than the Secured Creditors referred to herein, and hereinafter referred to as "Equipment". (d) Present and future general intangibles and other personal property (including choses or things in action, goodwill, patents, trade names, trademarks, servicemarks, blueprints, drawings, purchase orders, customer lists, monies, due or recoverable from pension funds, route lists, infringement claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims, all present and future letters of credit, notes, drafts, instruments, documents, leases and chattel paper (hereinafter referred to as "Intangibles").