

Form PTO-1594 (Rev. 07/05)
OMB Collection 0851-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

LAFAYETTE 146, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) 10/9/18

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: THE CIT GROUP/COMMERCIAL SERVICES, INC.

Internal

Address: _____

Street Address: 11 West 42nd Street

City: New York

State: New York

Country: USA

Zip: 10036

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship New York
☐ 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)

B. Trademark Registration No.(s)

See attached schedule I

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: CT LIEN SOLUTIONS

Internal Address: _____

Street Address: 187 Wolf Road

Suite: 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: _____

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.8(p)(6) & 3.41)

\$ 365

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

0974

01/23

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

October 11, 2018

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be filed to (671) 273-0140, or mailed to:
 Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

OP \$365.00 86760094

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

GRANTOR: LAFAYETTE 148, INC.

Trademark	Filing Date	Serial No.	Reg. date	Reg. No.
LAFAYETTE 148 NEW YORK	09/17/2015	85760094	12/06/2016	5096780
LAFAYETTE 148 NEW YORK	11/02/2009	77862658	03/08/2011	929614
LAFAYETTE 148 NEW YORK	05/20/2008	77479253	06/23/2009	644713
LAFAYETTE 148 NEW YORK	01/02/2007	77074484	10/12/2010	861184
LAFAYETTE 148 NEW YORK	06/18/1996	75121018	12/09/1999	222129; and 938213 International (Reg. No.)
LF	07/20/2015	86698061	06/07/2016	974916
LF	07/12/2012	85675526	08/11/2015	4790914
LF	07/12/2012	85675518	08/04/2015	4786164
LF	07/12/2012	85675509	08/04/2015	4786163
LF	07/12/2012	85675503	08/04/2015	4786162
LF	07/12/2012	85675492	08/04/2015	4786161
ONE FORTY 8	05/13/2010	85037739	07/26/2011	4003600
ONE FORTY 8	04/02/2009	77705469	08/02/2011	4006604
STUDIO 148	08/12/2004	76606641	12/13/2005	025756

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 9, 2018, by and among LAFAYETTE 148, INC., a Delaware corporation ("Grantor") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC. ("CIT").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Factoring Agreement dated as of February 28, 2011 by and among Grantor and CIT (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Factoring Agreement") and that certain Continuing General Security Agreement dated as of May 22, 2002 by and among Grantor and HSBC Business Credit (USA) Inc. (to which CIT is successor-in-interest) (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement" and together with the Factoring Agreement, collectively referred to herein as the "Financing Agreements"), CIT factors the Grantor's accounts receivable, makes loans and advances to Grantor and provides other financial accommodations to the Grantor.

WHEREAS, in consideration of CIT continuing to factor accounts receivable, make loans and advances to Grantor and continue to provide other financial accommodations, Grantor has agreed, to the extent not already pledged and assigned to CIT under the terms of the Financing Agreements, to grant CIT a security interest in Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement and Security Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to CIT, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's Trademarks and Trademark licenses to which Grantor is a party, including those referred to on Schedule I hereto, except for licenses that provide no payment of royalty or other compensation to Grantor;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to CIT pursuant to the Financing Agreements. Grantor hereby acknowledges and affirms the Trademark Collateral, as described and defined herein, shall be deemed, and is hereby part of the Collateral, as that term is defined in the Security Agreement. Grantor hereby further acknowledges and affirms that the rights and remedies of CIT with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **REMEDIAL PROVISIONS.** If any Event of Default shall have occurred and be continuing under the Financing Agreements, CIT may exercise in respect of the Trademark Collateral, in addition to all other rights and remedies provided for in the Financing Agreements or otherwise available to CIT at law or in equity, all of the rights and remedies available to CIT as a secured lender under the UCC (whether or not the UCC applies to the affected Trademark Collateral), including but not limited to, the right to transfer to itself or to sell, assign, transfer, license (on an exclusive or non-exclusive basis) or otherwise dispose of the Trademark Collateral to any other person all right, title and interest in and to all or any part of the Trademark Collateral at public or private sale. CIT will give the Grantor reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is emailed to Grantor at dq@lafayette148.com and mailed to Grantor, postage prepaid to the address of the Grantor at least ten (10) days before the date of such sale or disposition.

5. **GRANT OF LICENSE.** Upon the occurrence and during the continuance of an Event of Default under the Financing Agreements and solely for the purpose of enabling CIT to exercise its rights and remedies hereunder and under the Financing Agreements, Grantor hereby grants to CIT, an irrevocable, worldwide, non-exclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, or otherwise operate under, license or sublicense, any Trademark Collateral now owned by or licensed to, or hereafter acquired by or licensed to Grantor.

6. **POWER OF ATTORNEY.** Grantor hereby irrevocably appoints CIT and any officer or agent thereof, with full power of substitution, its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, for the purposes of carrying out the terms of this agreement and the Financing Agreements, to take any and all appropriate action and to execute any and all agreements, documents, instruments of assignment, or other papers which CIT, in its discretion, deems necessary or advisable for the purpose of operating, controlling, assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to all Trademark Collateral, including, without limitation, the right to receive all proceeds therefrom, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable in connection therewith throughout the world, trademarks, trademark applications and/or registrations, service marks, domain names and licenses together with the goodwill of the business connected with or symbolized by such Trademark Collateral.

7. **GOVERNING LAW.** The validity, interpretation and enforcement of this Trademark Security 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.

8. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall have the same force and effect the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LAFAYETTE 148, INC.

By: 

Name: *Andrew Nkangho*

Title: *Chief Financial Officer*

ACCEPTED AND ACKNOWLEDGED:

THE CIT GROUP/COMMERCIAL
SERVICES, INC.

By: 

Name:

Title:

Jeffrey Kramberg

Vice President

STATE OF NEW YORK

COUNTY OF *New York*

On the 10th day of October in the year 2018 before me personally came Andrew Nkangho to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in 141 Flushing Ave, Brooklyn, NY (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the Chief Financial Officer (president or other officer or director or attorney in fact duly appointed) of the Lafayette 148, Inc., the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.


Notary Public

Thomas C. Hol
Notary Public, State of New York
No. 02HO5253378
Qualified in New York County
Commission Expires December 27, 2018

[SIGNATURE PAGE-TRADEMARK SECURITY AGREEMENT]