

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
State Bags, LLC		03/08/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dwight Funding LLC		
Street Address:	787 Eleventh Ave., 10th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5194414	GIVE. BACK. PACK.	
Registration Number:	5194413	STATE	
Registration Number:	4560905	GIVEBACKPACK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5166636681		
Email:	smcgrath@rmfpc.com		
Correspondent Name:	Ruskin Moscou Faltischek, PC		
Address Line 1:	1425 RXR Plaza, 15th Floor		
Address Line 2:	Sandra McGrath		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	Sandra McGrath		
SIGNATURE:	/s/ Sandra McGrath		
DATE SIGNED:	03/08/2019		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of ~~2018~~ ^{March} 8, 2018 by STATE BAGS, LLC, a limited liability company organized and existing under and pursuant to the laws of the State of Delaware (the "Grantor"), with a principal address of 584 Broadway, Ste 302, New York, NY 10012, in favor of DWIGHT FUNDING LLC, a Delaware limited liability company (the "Lender"), with a principal address of 787 Eleventh Ave., 10th floor, New York, NY 10019. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the LSA (defined below).

RECITALS

A. Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Loan and Security Agreement dated as of even date herewith, between the Grantor and the Lender (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the "LSA");

B. Under the terms of the LSA and the Other Documents (collectively, the "Loan Documents"), Grantor has granted to Lender, a security interest in substantially all of Grantor's assets, and agrees as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the LSA and to agree, subject to the terms and conditions set forth therein, to make the Advances to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

Grant of Security Interest. To secure all of Grantor's Indebtedness under the Loan Documents, Grantor hereby grants to Lender, a continuing security interest in and to all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by Grantor (collectively, the "Intellectual Property Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of

the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything contained in this IP Security Agreement or any of the Loan Documents to the contrary, the term "Intellectual Property Collateral" shall not include any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the Intellectual Property Collateral.

Assignment. Upon the occurrence of an Event of Default, Grantor shall, upon request by the Lender, execute and deliver to the Lender an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Lender.

Power of Attorney. Grantor hereby irrevocably grants to the Lender a power of attorney to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Lender's reasonable discretion, to take any action and to execute any instrument that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of an Event of Default, to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property Collateral, pursuant to the Loan Agreement, and (ii) take any other actions with respect to the Intellectual Property Collateral as Lender reasonably deems to be in the best interest of itself.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Indebtedness secured hereby has been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the LSA has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Lender to make Advances have been terminated.

Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Lender to evidence such termination.

Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names.
Until such time as this IP Security Agreement is terminated, Grantor shall provide the Lender prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by Grantor.

Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Documents. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.

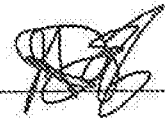
(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

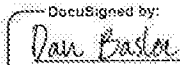
STATE BAGS, LLC

By: 
Name: _____ Jessica Davidoff
Title: _____ CEO

Accepted and agreed to in New York, New York, as of the day and year first above written.

LENDER:

DWIGHT FUNDING LLC

By: 
Name: Dan Basloe
Title: Managing Director

SCHEDULE A

COPYRIGHT COLLATERAL

NONE

Schedule A to IP Security Agreement

823082

TRADEMARK
REEL: 006585 FRAME: 0856

SCHEDULE B

PATENT COLLATERAL

NONE

SCHEDULE C

TRADEMARKS AND TRADE NAMES
UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
GIVE.BACK.PACK	5194414	May 2, 2017
STATE	5194413	May 2, 2017
GIVEBACKPACK	4560905	July 1 2014

FOREIGN TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION	DATE
Australia	GIVE.BACK.PACK	1866946	August 18, 2017
Australia	STATE	1866945	April 9, 2018
Canada	STATE	1853533	August 21, 2017
Canada	GIVE.BACK.PACK	1853534	August 21, 2017
China (People's Republic)	STATE	20026406	May 0, 2016
China (People's Republic)	STATE GIVE.BACK.PACK & DESIGN	27317869	November 7, 2017
China (People's Republic)	GIVE.BACK.PACK	20026407	May 20, 2016
European Union	GIVE.BACK.PACK	015696751	
European Union	STATEGIVE.BACK.PACK	17937287	

Schedule C to IP Security Agreement

823082

TRADEMARK
REEL: 006585 FRAME: 0858

European Union	STATE	015696784	
Hong Kong	GIVE.BACK.PACK	304326624	November 7, 2017
Hong Kong	STATE	304326615	November 7, 2017
Isreal	STATE	285645	June 15,2016
Isreal	GIVE.BACK.PACK	285646	June 15, 2016
Isreal	STATE GIVE.BACK.PACK	300925	December 10, 2017

Schedule C to IP Security Agreement

823082

TRADEMARK
REEL: 006585 FRAME: 0859

SCHEDULE D

DOMAIN NAMES

Domain Name

www.statebags.com

Schedule D to IP Security Agreement

823082

TRADEMARK
REEL: 006585 FRAME: 0860

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

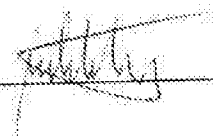
*March 6
2019*

KNOW ALL MEN BY THESE PRESENTS, that STATE BAGS, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware (the "Borrower"), pursuant to a Intellectual Property Security Agreement, dated ~~December 2018~~ (the "IP Security Agreement"), hereby appoints and constitutes DWIGHT FUNDING LLC, a Delaware limited liability company ("Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower, subject to and in accordance with the terms and provisions of the IP Security Agreement:

1. Assigning, selling, transferring or otherwise disposing of all right, title and interest of Borrower in and to all Intellectual Property Collateral, including but not limited to, the Domain Names listed on Schedule D of the IP Security Agreement, dated _____, and including those Domain Names which are added to the same subsequent hereto, and all recordings, registrations, transfers, updates and assignments thereof, and all pending applications therefor, and for the purpose of the recording, registering, transferring, updating, assigning and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the IP Security Agreement, dated as of _____, between Borrower and Lender and may not be revoked until the payment in full of all Indebtedness as defined in the Loan Documents.

WITNESS:



STATE BAGS, LLC

By:

Name:
Title:



3/6/19
Name: *Dwight Funding LLC*
Title: *CEO*

STATE OF New York)
)
COUNTY OF New York) ss.:

On the 6th day of March, in the year 2019, before me personally came Jessica Inc. d/b/a, to me known, who, being by me duly sworn, did depose and say that he resides at New York, NY 10018 that he is the CEO of State Bags, LLC the company described in and which executed the above instrument; and that he signed his name thereto by authority of the shareholders of said corporation.



Notary Public

LINDA A. PHILIP
Notary Public, State of New York
Exp. 01/31/2025
04/10/2019 10:23 AM
23

March 6, 2019