

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515543

<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>
LUXI GROUP, LLC		03/22/2019	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MORIAH RABAT, LLC		
<b>Street Address:</b>	1 University Plaza		
<b>Internal Address:</b>	Suite 407		
<b>City:</b>	Hackensack		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07601		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3025763	A	
<b>Registration Number:</b>	4396485	ASHFORD	
<b>Registration Number:</b>	4396484	ASHFORD.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2125865800		
<b>Email:</b>	dfriedman@ctswlaw.com		
<b>Correspondent Name:</b>	Daniel J. Friedman		
<b>Address Line 1:</b>	420 Lexington Avenue		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>NAME OF SUBMITTER:</b>	Daniel J. Friedman		
<b>SIGNATURE:</b>	/Daniel J. Friedman/		
<b>DATE SIGNED:</b>	03/22/2019		
<b>Total Attachments: 7</b> source=00384425#page1.tif			

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 22, 2019 (this "Agreement"), made by **LUXI GROUP, LLC**, a New York limited liability company ("Grantor"), in favor of **MORIAH RABAT, LLC**, a Delaware limited liability company](together with its successors and assigns, "Lender").

### RECITALS

**WHEREAS**, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the "Trademarks"); and

**WHEREAS**, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

**WHEREAS**, the Grantor has granted to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

**WHEREAS**, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. As collateral security for the payment and performance of the Obligations, Grantor hereby grants and conveys to Lender a first priority continuing security interest in and Lien upon all Trademarks now owned and hereafter acquired by Grantor, the goodwill associated therewith and the Proceeds and products thereof. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademarks are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.
4. Lender is hereby authorized to file or record this Agreement or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Lender may determine from time to time for the purpose of evidencing the foregoing grant of security.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, this Trademark Security Agreement has been executed and delivered as of the day and year first above written.

**LUXI GROUP, LLC**

By: *John Sullivan*

Name: JOHN SULLIVAN

Title: CEO

**ACCEPTED AND AGREED:**

**LENDER:**

**MORIAH RABAT, LLC**

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE -TRADEMARK SECURITY AGREEMENT]

**IN WITNESS WHEREOF**, this Trademark Security Agreement has been executed and delivered as of the day and year first above written.

**LUXI GROUP, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**LENDER:**

**MORIAH RABAT, LLC**

By:  \_\_\_\_\_

Name: Greg Zilberstein

Title: Managing Member

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

**EXHIBIT 1**

**Trademarks**

<b>Registration # (Application #)</b>	<b>Registration Date</b>	<b>Status</b>	<b>Assignor</b>	<b>Country</b>
3025763	December 13, 2005	Registered	Luxi Group, LLC	United States of America
4396485	September 3, 2013	Registered	Luxi Group, LLC	United States of America
4396484	September 3, 2013	Registered	Luxi Group, LLC	United States of America

## EXHIBIT A

### ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of \_\_\_\_\_, 20\_\_\_\_, made by by **LUXI GROUP, LLC**, a New York limited liability company ("Assignor"), in favor of **MORIAH RABAT, LLC**, a Delaware limited liability company (together with its successors and assigns, "Lender") and the Assignee as set forth below.

#### RECITALS:

**WHEREAS**, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

**WHEREAS**, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of the date hereof (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

**WHEREAS**, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Trademarks to the Lender or its designee as set forth herein (such party, the "Assignee").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.



2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment of Trademarks as of the date first above written.

**ASSIGNOR:**

**LUXI GROUP, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_