

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SENSUAL INC.		03/25/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: NEW YORK		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88296183	BIG DREAMZ	
Serial Number:	88177085	TOTALLY TWEEN	
Serial Number:	88177065	TWEEN QUEEN	
Serial Number:	88233964	FIT COLLECTIVE	
Registration Number:	5620796	JOE MAX	
Registration Number:	5222635	FRENCH AFFAIR	
Serial Number:	87320121	LUCCA BELLA	
Registration Number:	4667135	FRENCH AFFAIR	
Serial Number:	86139542	PINK LICORICE	
Registration Number:	4497552	BUNNY BOTTOM	
Registration Number:	4225120	WAIST WATCHER	
Registration Number:	4266532	SLIM & THIN	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	jade.tanks@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
TRADEMARK			

OP \$315.00 88296183

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Gloria Sheehan

SIGNATURE: /Gloria Sheehan/

DATE SIGNED: 03/26/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of March 25, 2019, is made by SENSUAL INC., a New York corporation ("*Debtor*"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("*IDB*").

WHEREAS, Debtor has entered into a Factoring Agreement, dated as of March 25, 2019 (as amended, supplemented and otherwise modified from time to time, the "*Factoring Agreement*"), with IDB;

WHEREAS, under the terms of the Factoring Agreement, Debtor has granted to IDB a security interest in, among other property, the intellectual property of Debtor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees with the Collateral Agent as follows:

1. **Grant of Security.** Debtor hereby pledges and grants to IDB a security interest in and to all of the right, title and interest of Debtor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by IDB.

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

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

5. **Successors and Assigns.** This Trademark Security 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 Trademark Security 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 Trademark Security 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, Debtor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SENSUAL INC.

By: [Signature]
Name: Sam David
Title: President

Address for Notices: 463 Seventh Avenue
Suite 1101
New York, NY 10018

AGREED TO AND ACCEPTED:

ISRAEL DISCOUNT BANK OF NEW YORK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address for Notices: 511 Fifth Avenue, 13th Floor
New York, NY 10017

[Signature page to Trademark Security Agreement]

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

SENSUAL INC.

By: _____

Name: _____

Title: _____

Address for Notices: 463 Seventh Avenue
Suite 1101
New York, NY 10018

AGREED TO AND ACCEPTED:
ISRAEL DISCOUNT BANK OF NEW YORK

By: _____

Name: **Jason M. Goldberg**

Title: **Senior Vice President**

By: _____

Name: **John C. Manini**

Title: **First Vice President**

Address for Notices: 511 Fifth Avenue, 13th Floor
New York, NY 10017

[Signature page to Trademark Security Agreement]

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

SERIAL NUMBER	REG. NUMBER	WORD MARK
88296183	N/A	BIG DREAMZ
88177085	N/A	TOTALLY TWEEN
88177065	N/A	TWEEN QUEEN
88233964	N/A	FIT COLLECTIVE
87807750	5620796	JOE MAX
87226746	5222635	FRENCH AFFAIR
87320121	N/A	LUCCA BELLA
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