

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JWU LLC		12/22/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	HILLDUN CORPORATION		
Street Address:	225 WEST 35TH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3851718	JASON WU	
Registration Number:	4593088	JASON WU	
Registration Number:	4380503	MISS WU	
Serial Number:	86948569	JASON WU	
Serial Number:	86570346	GREY JASON WU	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	15948.1		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz, Esq./		
DATE SIGNED:	04/01/2019		

CH \$140.00 3851718

Total Attachments: 8

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, supplemented or modified from time to time, this "**Agreement**") is made as of December 22, 2017 by and between JWU LLC, a New York limited liability company, having a mailing address at 240 West 35th Street, New York, New York 10001 ("Grantor"), and Hilldun Corporation, having a mailing address at 225 West 35th Street, New York, New York 10001 ("Factor").

WITNESSETH:

WHEREAS, Grantor is the owner of the entire right, title, and interest in and to the trademarks and trademark applications described in Exhibit A hereto and made a part hereof (the "Designated Trademarks"); and

WHEREAS, Grantor has requested that the Factor make discretionary loans and advances to and financial accommodations pursuant to that certain Discount Factoring Agreement made as of December 1, 2006, as amended by that certain First Amendment to Discount Factoring Agreement dated March 10, 2014, as the same may be ratified, amended, supplemented, and restated from time to time (the "Factoring Agreement"; the Factoring Agreement, together with the other agreements and instruments executed and delivered by Grantor in favor of Factor from time to time in connection therewith, as the same may be ratified, amended, supplemented and restated from time to time, hereinafter collectively the "Financing Agreements");

NOW, THEREFORE, in order to induce Factor to engage and continue to engage in transactions under the Financing Agreements, and to secure the prompt payment and performance of all of Grantor's obligations, past and future, to the Factor pursuant to the Financing Agreements, or at any time or from time to time owing by Grantor to the Factor however arising (whether or not arising under the Financing Agreements), and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance and observance in full of all of the Obligations (as hereinafter defined), Grantor hereby grants to Factor a collateral security interest in and a general lien upon, and a collateral assignment of, the following (being collectively referred to herein as the "Collateral"): all of Grantor's now existing or hereafter acquired right, title, and interest in and to: (i) subject to (iii) below, all trademarks (including, but not limited to, the Designated Trademarks), trade names, trade dress and service marks in which Grantor holds an ownership interest; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries (each such office or agency a "Filing Office"); (ii) all reissues, extensions and renewals thereof; and (iii) all "intent-to-use" trademark applications with respect to which a "Statement of Use" has been filed in a Filing Office but not any other "intent-to-use" trademark applications ((i), (ii) and (iii) collectively the "Trademarks"); all goodwill of the business symbolized by or appurtenant to each of the Trademarks; (c) Grantor's right to sue for past, present and future infringements thereof; and (d) all proceeds of any of the foregoing, including, without limitation, all damages and payments to or claims by Grantor against third parties for past, present or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Factor pursuant to this Agreement shall secure the prompt, full and indefeasible payment and performance of all payment and indemnification obligations of Grantor to Factor under this Agreement, the Factoring Agreement, or any other Financing Agreement, whenever arising, whether direct or indirect, absolute or contingent, due or to become due, whether arising by operation of law, in equity, by contract or otherwise, and whether incurred by Grantor as principal, surety, endorser, guarantor or otherwise (collectively the "Obligations"). Without limiting the foregoing,

Obligations shall include all advances, loans, interest, commissions, customer late payment charges, costs, fees, expenses, taxes and all receivables charged or chargeable to Grantor's account under the Factoring Agreement.

3. REPRESENTATIONS AND WARRANTIES OF GRANTOR

Grantor hereby represents and warrants in favor of Factor as of the date hereof as follows:

(a) Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, with full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

Grantor has authorized the execution, delivery and performance of its obligations under this Agreement by all required limited liability company action of Grantor. This Agreement constitutes the legal, valid and binding obligation of Grantor, enforceable in accordance with its terms, except as such enforceability may be limited by applicable laws related to bankruptcy or insolvency.

(b) All Collateral is valid and subsisting and in full force and effect, and Grantor is the owner of all right, title and interest thereto, subject to no liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever in the U.S., except for (i) the security interests granted hereunder and (ii) non-exclusive licenses of one or more Trademarks granted to third parties in arm's length transactions in the ordinary course of Grantor's business ("OCB Licenses"), in each case, except as would not reasonably be expected to result in a material adverse effect on the business of Grantor, taken as a whole.

(c) Grantor does not have any ownership interest in any trademarks registered, or the subject of pending applications, in the United States Patent and Trademark Office or any other Filing Office except the Designated Trademarks.

(d) To Grantor's knowledge, (i) no material infringement or unauthorized use is being made of any Collateral and (ii) Grantor has no basis to believe (including, but not limited to, receipt of any notice from any third party) that any Collateral infringes any rights of third parties, in each case, except as would not reasonably be expected to result in a material adverse effect on the business of Grantor, taken as a whole.

4. COVENANTS OF GRANTOR

(e) Throughout the term of this Agreement, all of Grantor's representations and warranties contained in Section 3 of this Agreement shall remain true and correct except as otherwise waived by Factor in writing.

(f) Grantor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or grant a license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor; provided, however, that nothing herein shall prevent Grantor from granting to third parties rights that would not have a material adverse effect on the business of Grantor, taken as a whole, or OCB Licenses, subject in each case to Factor's security interest as created herein.

(g) Grantor shall, at Grantor's expense, promptly perform all acts and execute all documents requested at any time by Factor to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Grantor hereby authorizes Factor to file one or more financing statements and amendments thereto (or similar documents) with respect to the Collateral naming Factor as the secured party and Grantor as the debtor in a form appropriate for filing under the Uniform Commercial Code of the relevant jurisdiction. Grantor further authorizes Factor to cause this Agreement or any other substantially similar security agreement (or short-form assignment for security), in form and substance reasonably acceptable to Factor, to be filed with the United States Patent and Trademark Office or any other Filing Office; and for this limited purpose Grantor hereby appoints Factor as Grantor's attorney-in-fact, coupled with an interest, to execute any such substantially similar security agreement (or short-form assignment for security), in form and substance reasonably acceptable to Factor, on behalf of Grantor and to file the same with the United States Patent and Trademark Office or any other Filing Office.

(h) Grantor shall, at Grantor's expense, perform all acts and execute all documents necessary to maintain the existence and validity of the Collateral consisting of the Designated Trademarks as registered trademarks and to maintain all of the Collateral as valid and

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subsisting, including, without limitation, the filing of any required renewal affidavits and applications, in each case, except where such occurrences individually or in the aggregate, could not reasonably be expected to result in a material adverse effect on the business of Grantor, taken as a whole. Grantor shall not abandon any of the Designated Trademarks or permit the registration thereof to lapse without Grantor's prior written consent, in each case, except where such occurrences individually or in the aggregate, could not reasonably be expected to result in a material adverse effect on the business of Grantor, taken as a whole.

(i) Upon the occurrence and continuation of an Event of Default, pursuant to Factor's exercise of the rights and remedies granted to Factor hereunder, consistent with and subject to the terms and conditions of this Agreement and applicable law, including but not limited to Chapter 6 and Title 9 of the Uniform Commercial Code of the State of New York or any other remedies available at law or in equity, Factor may, in its discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as reasonably requested by Factor to preserve, defend, protect, maintain, record or enforce the Collateral, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses, which payments shall become Obligations under the Factoring Agreement payable on demand.

(j) If Grantor files any application for the registration of a trademark with the United States Patent and Trademark Office or any other Filing Office, Grantor shall, within thirty (30) days thereafter, execute and deliver to Factor an amendment to this Agreement to add such trademark to Exhibit A hereto as a Designated Trademark.

(k) Grantor shall immediately notify Factor if Grantor becomes aware of (i) any actual or proposed infringement by any third party of any Designated Trademark or (ii) any claim by any third party that any Collateral infringes such third party's rights in any property, in each case, except where such occurrences individually or in the aggregate, could not reasonably be expected to result in a material adverse effect on the business of Grantor, taken as a whole.

(l) Grantor shall notify Factor immediately if it becomes aware that any application, registration, or recording with respect to the Designated Trademarks may become canceled, invalidated, avoided or avoidable, in each case, except where such occurrences individually or in the aggregate, could not reasonably be expected to result in a material adverse effect on the business of Grantor, taken as a whole.

(m) Grantor shall indemnify, defend (with counsel reasonably acceptable to Factor) and hold harmless Factor, its officers, directors, shareholders, agents, employees and attorneys (each an "Indemnitee") from and against all loss, liability, damage, claim or expense arising out of (i) any breach of any representation, warranty or covenant of Grantor contained in this Agreement or (ii) any claim by any third party that any Collateral infringes the rights of that party, except, in each case, to the extent arising from the gross negligence or willful misconduct of the Factor or its Affiliates or any other Indemnitee.

(n) Grantor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Factor five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Factor, upon the occurrence of any one or more of the following events (each an "Event of Default" hereunder):

(a) Any representation or warranty of Grantor under this Agreement proves to be untrue in any material respect;

(b) Any breach by Grantor of any covenant of Grantor under this Agreement;

(c) Any breach by Grantor of its obligations under any Financing Agreement;

(d) Any bankruptcy, receivership or similar proceeding or any assignment for the benefit of creditors (an "Insolvency Proceeding") is commenced by Grantor;

(e) Any Insolvency Proceeding is commenced against Grantor and such Insolvency Proceeding is not dismissed within 30 days following the commencement thereof;

(f) Any material portion of Grantor's assets is attached, seized, subjected to a writ or distress warrant, levied upon, or comes into the possession of any third party;

(g) Grantor is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of its business affairs; or

(h) A notice of lien, levy or attachment is filed against Grantor or any of its assets by the United States, or any department, agency, or instrumentality thereof, or by any state, county, municipal, or governmental agency, or if any taxes or debts owing at any time hereafter to any one or more of such entities becomes a lien, whether choate or otherwise, upon Grantor or any of its assets and the same is not paid before such payment is delinquent.

5. RIGHTS AND REMEDIES

For so long as an Event of Default exists, in addition to all other rights and remedies of Factor, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, Factor shall have the following rights and remedies which may be exercised without notice to Grantor except as required by applicable law:

(a) Factor may require that neither Grantor nor any affiliate thereof make any use of the Collateral for any purpose whatsoever, subject to Grantor's obligations under any OCB Licenses that are in effect at the time of the occurrence of an Event of Default, subject to Factor's security interest in the Collateral. Factor may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services.

(b) Grantor hereby grants to Factor effective as of the occurrence of an Event of Default and request by Factor pursuant to Section 6(a) to cease all use of the Trademarks an irrevocable (until the termination of this Agreement), exclusive (subject only to OCB Licenses that are in effect at the time of the occurrence of an Event of Default), royalty-free, world-wide license to use, license or sublicense the Trademarks. Factor may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Factor shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries (subject only to OCB Licenses that are in effect at the time of the occurrence of an Event of Default).

(c) Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, in a public or private sale; except that if notice to Grantor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Grantor of any proposed disposition shall be deemed reasonable notice thereof and Grantor waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof at such sale for cash or on an installment basis and may credit-bid all or any portion of the purchase price, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Factor may at any time execute and deliver on behalf of Grantor one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees that Factor has no obligation to preserve rights to the Trademarks against any other parties.

(e) Factor shall first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral in accordance with the Factoring Agreement and other Financing Agreements. Nothing contained herein shall be construed as requiring Factor to take any such action at any time. All of Factor's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently until termination of this Agreement.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Grantor and Factor expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or

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relating to this Agreement or any amendment or supplement thereto or to any transactions in connection therewith. Grantor and Factor irrevocably waive all claims, obligations and defenses that Grantor or Factor, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Factor to bring proceedings against Grantor in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) FACTOR AND CLIENT DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Grantor waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Factor shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Factor that the losses were the result of acts or omissions constituting Factor's gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other addresses as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third business day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Grantor, Client and Factor pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability corporation, limited liability participation, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Grantor, Client and their successors and assigns and inure to the benefit of and be enforceable by Factor and its successors and assigns.

(d) No failure or delay by Factor in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Factor's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Factor may have. No waiver by Factor will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) This Agreement and the documents executed concurrently herewith contain the

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entire understanding between Grantor and Factor and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained (or contained in the Factoring Agreement or the Financing Agreements) and hereinafter made shall have no force and effect unless in writing, signed by Grantor, Client's and Factor's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Grantor acknowledges that it has had the opportunity to have been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(g) Notwithstanding anything contained to the contrary in this agreement, this agreement shall not be deemed to in any way limit any rights of or collateral or other property interests of Factor pursuant to the Financing Agreements or otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Factor have executed this Agreement as of the day and year first above written.

JWU LLC

By: 
Jason Wu, Manager & Member

Address: 145 E 48th Street
New York, NY 10017

Hilldun Corporation


By:
Joshua W. Kapelman, EVP &
Secretary

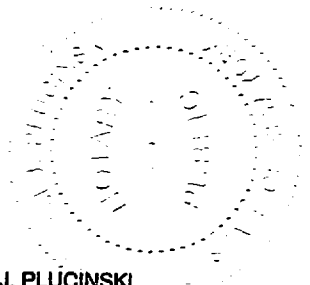
Address: 225 West 35th Street
New York, New York 10001

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

As of this 9 day of JANUARY 2018, before me personally came Jason Wu, to me known, who being duly sworn, did depose and say, that he is a Manager of JWU LLC.

limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said limited liability company.


Notary Public



**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

WILLIAM J. PLUCINSKI
Notary Public, State of New York
No. 01PL4617853
Qualified in New York County
Commission Expires March 30, 2019

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Serial No.	Registration No.	Mark
1	78644291 3851718	Jason Wu
2	77900304 4593088	Jason Wu
3	86948569	Jason Wu
4	86570346	Grey Jason Wu
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**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

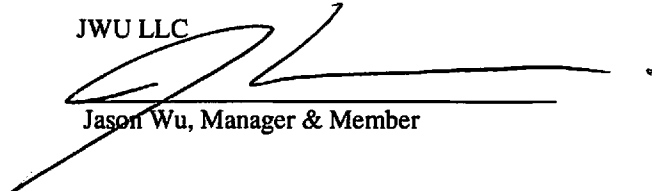
KNOW ALL MEN BY THESE PRESENTS, that JWU LLC ("Grantor"), hereby appoints and constitutes Hildun Corporation ("Factor"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

Execution of any security agreement substantially similar to the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Grantor and Factor (the "Agreement") (or a short-form assignment for security), in form and substance reasonably acceptable to Factor and filing of the Agreement or any such agreement with the United States Patent and Trademark Office or any other Filing Office.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Factor.

Dated: [●], 2017

JWU LLC




Jason Wu, Manager & Member

Address: 145 E 48th Street
New York, NY 10017

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

As of this 9th day of JANUARY, 2018, before me personally came Jason Wu, to me known, who being duly sworn, did depose and say, that he is a Manager of JWU LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said limited liability company.



WILLIAM J. PLUCINSKI
Notary Public, State of New York
No. 01PL4617853
Qualified in New York County
Commission Expires March 30, 2019

