

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JBL Trading LLC		11/25/2019	Limited Liability Company: NEW YORK
JBL Kitchen, LLC		11/25/2019	Limited Liability Company: NEW YORK
JBL Brands, LLC		11/25/2019	Limited Liability Company: NEW YORK
Baby Lounge LLC		11/25/2019	Limited Liability Company: NEW YORK
Crest Brands, LLC		11/25/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	The Hedaya Capital Group, Inc.		
Street Address:	240 West 35th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	5886312	PINK LABEL	
Registration Number:	5782452	LOCKER ROOM	
Registration Number:	5710745	JUMP BALL	
Registration Number:	5662609	PINK LABEL	
Registration Number:	5662535	PINK LABEL	
Registration Number:	5657180		
Registration Number:	5657179	JUMPBALL	
Registration Number:	5379215	CHÂTEAU LIN	
Registration Number:	4697223	#1 FAN	
Registration Number:	4620876	FUNKY THROWS	
Registration Number:	4443587	STYLE BASICS	
Registration Number:	4045586	CREST MILLS	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88248362	PINK LABEL
Serial Number:	88248523	PINK LABEL BABY
Serial Number:	88248513	FORSYTHIA RIDGE
Serial Number:	88080699	ALEXXA & GIGI
Serial Number:	87655539	JUMPBALL
Serial Number:	87622587	PICKLE AND DOT
Serial Number:	87622579	COPPER ZONE
Serial Number:	87622568	SWEET GIRL
Serial Number:	87622558	GYPSY DREAMER
Serial Number:	87622604	SOCK LOUNGE
Serial Number:	87622598	FITNESS ESSENTIALS
Serial Number:	87622593	DRY FRESH
Registration Number:	5776321	BABY LOUNGE
Serial Number:	88248524	XTREME HEAT
Serial Number:	88159964	MODERN MAN
Serial Number:	88159959	OUTDOOR MOUNTAIN WORKS
Serial Number:	88159950	TODAY'S MAN
Registration Number:	5837593	HOMEMAKER
Registration Number:	5266416	HM HOMEMAKER
Registration Number:	5266415	H HOMEMAKER
Serial Number:	87490591	STUDIOKITCHEN

CORRESPONDENCE DATA

Fax Number: 2122621215

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.

Phone: 2122371035

Email: mclain@windelsmarx.com

Correspondent Name: Michael J. Clain

Address Line 1: 156 West 56th St

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Michael J. Clain
SIGNATURE:	/Michael J. Clain/
DATE SIGNED:	12/12/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of November 25, 2019, by and between **JBL TRADING LLC**, a New York limited liability company ("Trading"), **JBL KITCHEN, LLC**, a New York limited liability company ("Kitchen"), **JBL BRANDS, LLC**, a New York limited liability company ("Brands"), **BABY LOUNGE LLC**, a New York limited liability company ("Lounge"), **CREST BRANDS, LLC**, a New York limited liability company ("Crest Brands" and together with Trading, Kitchen, Brands and Lounge, the "Borrower") and **THE HEDAYA CAPITAL GROUP, INC.**, a New York corporation, as Agent for itself and the other Lenders (as defined below) (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Borrower, the Agent and certain other financial institutions (collectively, the "Lenders") have entered into that certain Loan and Security Agreement dated as of even date herewith (as the same hereafter may be amended, restated, supplemented, replaced or refinanced or otherwise modified from time to time, the "Loan Agreement"), on the terms and subject to the conditions of which the Agent and the Lenders have agreed to make available to the Borrower certain extensions of credit, including revolving credit loans; and

WHEREAS, pursuant to the Loan Agreement, the Borrower has granted to the Agent and the Lenders a security interest and lien on substantially all of the Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of its assets, including, but not limited to, all of the Borrower's patents, patent applications, copyrights, trademarks, trademark applications, service marks, trade names, mask works, trade secrets, licenses and any right to use the foregoing (together, the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, SMC hereby represents, warrants, covenants and agrees as follows:

1. Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Assignment for Security. To secure the prompt payment and performance to the Agent and each Lender of the Obligations, the Borrower hereby collaterally assigns, pledges and grants to the Agent for its benefit and for the benefit of each Lender a continuing security interest in and to and Lien on all of Borrower's Intellectual Property (including, without limitation, that Intellectual Property listed on Schedule A attached hereto), whether now owned or existing or hereafter acquired or arising and wheresoever located, and including without limitation all proceeds thereof (such as, by way of example but not limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to any of the Intellectual Property throughout the world, the goodwill of the Borrower's business connected with the use of and symbolized by any trademarks, and all re-

issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the “Intellectual Property Collateral”).

3. Existing Intellectual Property. The Intellectual Property listed on Schedule A constitutes all of the Intellectual Property now owned by the Borrower for which the Borrower has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office.

4. Rights and Remedies. This security interest is granted in conjunction with the security interest granted to the Lenders under the Loan Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to the Lenders as a matter of law or equity. Each right, power and remedy of the Lenders provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lenders of any one or more of the rights, powers or remedies provided for in this Agreement or the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lenders, of any or all other rights, powers or remedies.

5. Limitation on Duty. Beyond the exercise of reasonable care in the custody and preservation thereof, the Agent will have no duty as to any Intellectual Property in its possession or control or in the possession or control of any sub-agent or bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Agent will be deemed to have exercised reasonable care in the custody and preservation of the Intellectual Property in its possession or control if such property is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Intellectual Property, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee selected by the Agent in good faith or by reason of any act or omission by the Agent pursuant to instructions from the Agent, except to the extent that such liability arises from the Agent’s gross negligence or willful misconduct.

6. Counterparts. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or e-mail shall be deemed to be an original signature hereto.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower, the Agent, each Lender, all future holders of the Obligations and their respective successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Agent and each Lender.

8. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and

deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

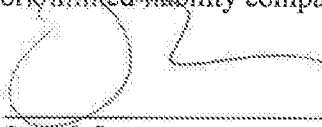
9. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Any judicial proceeding brought by or against the Borrower, the Agent or any Lender with respect to any of the Obligations, this Agreement or any other Loan Document may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, the Borrower, the Agent and each Lender accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. The Borrower hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to the Borrower at its address set forth in Section **Error! Reference source not found.** of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of the Agent or any Lender to bring proceedings against the Borrower in the courts of any other jurisdiction. The Borrower, the Agent and each Lender waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by the Borrower, or either of them, against the Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any other Loan Document, shall be brought only in a federal or state court located in the City of New York, State of New York.

10. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

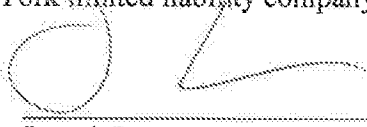
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IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been duly executed as of the day and year first above written.


JBL TRADING LLC, a
New York limited liability company

By: 
Name: Joseph Levy
Title: Authorized Signatory

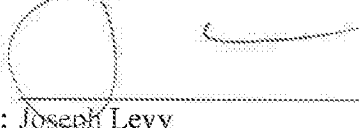
JBL KITCHEN, LLC, a
New York limited liability company

By: 
Name: Joseph Levy
Title: Authorized Signatory

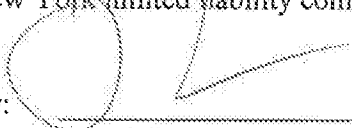
JBL BRANDS LLC, a
New York limited liability company

By: 
Name: Joseph Levy
Title: Authorized Signatory

BABY LOUNGE LLC, a
New York limited liability company

By: 
Name: Joseph Levy
Title: Authorized Signatory

CREST BRANDS, LLC, a
New York limited liability company

By: 
Name: Joseph Levy
Title: Authorized Signatory

THE HEDAYA CAPITAL GROUP, INC. a
New York corporation, as Administrative Agent

By: 

Name: Jack Hedaya

Title: Vice President

SCHEDULE A
Intellectual Property

[See attached]

Company	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
JBL	<u>88248362</u>		<u>PINK LABEL</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>88248523</u>		<u>PINK LABEL BABY</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>88248513</u>		<u>FORSYTHIA RIDGE</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>88080699</u>		<u>ALEXXA & GIGI</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87655539</u>		<u>JUMPBALL</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87939212</u>	<u>5886312</u>	<u>PINK LABEL</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87622587</u>		<u>PICKLE AND DOT</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87622579</u>		<u>COPPER ZONE</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87622568</u>		<u>SWEET GIRL</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87622558</u>		<u>GYPSY DREAMER</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87626696</u>	<u>5782452</u>	<u>LOCKER ROOM</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87622604</u>		<u>SOCK LOUNGE</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87622598</u>		<u>FITNESS ESSENTIALS</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87622593</u>		<u>DRY FRESH</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87622611</u>	<u>5710745</u>	<u>JUMP BALL</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87655545</u>	<u>5662609</u>	<u>PINK LABEL</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87626715</u>	<u>5662535</u>	<u>PINK LABEL</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87655536</u>	<u>5657180</u>		<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87655526</u>	<u>5657179</u>	<u>JUMPBALL</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>87490460</u>	<u>5379215</u>	<u>CHÂTEAU LIN</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>86236927</u>	<u>4697223</u>	<u>#1 FAN</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>86225363</u>	<u>4620876</u>	<u>FUNKY THROWS</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>85909246</u>	<u>4443587</u>	<u>STYLE BASICS</u>	<u>TSDR</u>	<u>LIVE</u>
JBL	<u>76699992</u>	<u>4045586</u>	<u>CREST MILLS</u>	<u>TSDR</u>	<u>LIVE</u>
Crest Brands	<u>88248524</u>		<u>XTREME HEAT</u>	<u>TSDR</u>	<u>LIVE</u>
Crest Brands	<u>88159964</u>		<u>MODERN MAN</u>	<u>TSDR</u>	<u>LIVE</u>
Crest Brands	<u>88159959</u>		<u>OUTDOOR MOUNTAIN WORKS</u>	<u>TSDR</u>	<u>LIVE</u>
Crest Brands	<u>88159950</u>		<u>TODAY'S MAN</u>	<u>TSDR</u>	<u>LIVE</u>
Crest Brands	<u>87622616</u>	<u>5776321</u>	<u>BABY LOUNGE</u>	<u>TSDR</u>	<u>LIVE</u>
JBL Kitchen	<u>88009295</u>	<u>5837593</u>	<u>HOMEMAKER</u>	<u>TSDR</u>	<u>LIVE</u>
JBL Kitchen	<u>87490591</u>		<u>STUDIOKITCHEN</u>	<u>TSDR</u>	<u>LIVE</u>
JBL Kitchen	<u>86604258</u>	<u>5266416</u>	<u>HM HOMEMAKER</u>	<u>TSDR</u>	<u>LIVE</u>
JBL Kitchen	<u>86604252</u>	<u>5266415</u>	<u>H HOMEMAKER</u>	<u>TSDR</u>	<u>LIVE</u>

	Brands with pending filing				
JBL Trading	The Warmth Shop				
JBL Trading	Willow & Fern				
JBL Trading	Aspen Grove				
JBL Trading	Snuggleville				
JBL Trading	Jumping Jax				
JBL Trading	Pink Label Petites				
JBL Trading	Harrison Heights				
JBL Trading	Spookville				
Crest Brands	Shining Star				
Crest Brands	Pink Label Girl				
Crest Brands	#1 Fan (logo)				
Crest Brands	Glow your Inner Beauty				
Crest Brands	GL(heart) Logo				