

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
S & S WORLDWIDE, INC.		02/14/2020	Corporation: CONNECTICUT
HYCO, INC.		02/14/2020	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, NATIONAL ASSOCIATION		
Street Address:	525 William Penn Place		
Internal Address:	Mailstop PW-2720		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5725547	MOUNTAIN RIVER DECOR	
Registration Number:	5831255	S&S	
Registration Number:	5548316	EDUCATION WORLD CONNECTING EDUCATORS TO	
Registration Number:	5626631	EDUCATION WORLD CONNECTING EDUCATORS TOW	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1191202		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	02/24/2020		

OP \$115.00 5725547

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of February 14, 2020 by S & S WORLDWIDE, INC., a Connecticut corporation and HYCO, INC., a Connecticut corporation (collectively, "Debtor"), each with an office located at 75 Mill Street, Colchester, Connecticut 06415, for the benefit of CITIZENS BANK, NATIONAL ASSOCIATION, a national banking association, with an office located at 525 William Penn Place, Mailstop PW-2720, Pittsburgh, Pennsylvania 15219 ("Secured Party" or "Lender").

RECITALS

WHEREAS, Debtor has entered into a certain Second Forbearance and Amendment Agreement dated as of January 15, 2020 (as amended and in effect from time to time the "Forbearance Agreement") with Lender pursuant to which Lender, subject to the terms and conditions contained therein, is to continue and make loans, advances and other extensions of credit to Debtor; and

WHEREAS, it is a condition precedent to the obligation of Lender to continue and make loans, advances and other extensions of credit to the Debtor under the Forbearance Agreement that the Debtor shall execute that certain Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement"), pursuant to which Debtor shall grant to Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Debtor must hereby execute and deliver this Intellectual Property Security Agreement to Secured Party;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

"Copyrights" means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on Schedule A attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

"Domain Names" means all domain names and domain name registration applications, that are owned by Debtor or in which Debtor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on Schedule A attached hereto.

"ICANN" means the Internet Corporation for Assigned Names and Numbers.

“Patents” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

“Registry” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on Schedule A attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to Secured Party a continuing security interest in and first priority lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (as defined in the Security Agreement), and all proceeds of any of the foregoing. Debtor hereby authorizes Secured Party to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of Secured Party under the Credit Agreement and the Security Agreement.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, Debtor has granted to Secured Party, a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of Secured Party in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Code (including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Code. Any and all rights and

interests of Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of Debtor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the Indebtedness of Debtor) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. SECURED PARTY ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. AFTER-ACQUIRED DOMAIN NAMES. ETC.

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Domain Name Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtor shall promptly give to Secured Party notice thereof in writing and execute and deliver to Secured Party such documents or instruments as Secured Party may reasonably request further to implement, preserve or evidence the interests of Secured Party therein.

3.2. Amendment to Schedule. Debtor authorizes Secured Party to modify this Agreement and the Assignment, without the necessity of Debtor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

4. NO ASSUMPTION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SECURED PARTY ASSUMES NO LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR. AND THE DEBTOR SHALL INDEMNIFY SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies of Secured Party with respect to Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of

the rights or remedies of Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair, the security interest in any of the Collateral granted to Secured Party, under the Security Agreement.

6. AMENDMENT AND WAIVER. This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. FILINGS. Secured Party may at any time and from time to time, at Debtor's expense, file, or have Secured Party's representatives or agents file, a copy of this Agreement with the United States Patent & Trademark Office, the U.S. Copyright Office or any other filing authority.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

CITIZENS BANK, NATIONAL ASSOCIATION

By: 

Name: ROBBY D. BAKER

Title: VICE PRESIDENT

S & S WORLDWIDE, INC.

By: 

Name: Adam L. Schwartz

Title: Co-President

HYCO, INC.

By: 

Name: Adam L. Schwartz

Title: Member

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006870 FRAME: 0257

SCHEDULE A

400043000	S&S Worldwide, Inc.	UNITED STATES	MOUNTAIN RIVER DECOR	88/038,902	7/16/18	5,725,547	4/16/19
400042000	S&S Worldwide, Inc.	UNITED STATES	S&S (Stylized)	87/945,074	6/1/18	5,831,255	8/13/19
400009000	HYCO, Inc.	UNITED STATES	education world Connecting educators to what works & Design	87/353,945	3/1/17	5,548,316	8/28/18
410009000	HYCO, Inc.	UNITED STATES	education world Connecting educators to what works & Design	87/880,422	4/17/18	5,626,631	12/11/18

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