

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ETAILZ INC.		03/30/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	TWEC LOAN COLLATERAL AGENT, LLC		
Street Address:	2336 SE Ocean Blvd., #400		
City:	Stuart		
State/Country:	FLORIDA		
Postal Code:	34996		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87674607	ETAILZ	
Registration Number:	4587842	ETAILZ	
Registration Number:	5455508	MARKETPLACE GROWTH PARTNERS	
Registration Number:	4686105	WOLLNICK'S	
Registration Number:	4730606	PERISPECT	
Registration Number:	4628682	BIG BETTY	
Serial Number:	88586111	COY BEAUTY	
Registration Number:	4699873	EHOLDINGZ	
Registration Number:	4821925	DOMESTIC CORNER	
Registration Number:	4808486	YOGAWISE	
Registration Number:	5838948	PINOT PROTECTOR	
Registration Number:	5839819	JUMPOFF JO	
Registration Number:	5839832	KETO THE GREAT	
Registration Number:	5834934	BRILLIANT BEE	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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>			
Email:	valerie.swanson@klgates.com		

CH \$365.00 87674607

Correspondent Name: K&L Gates LLP
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER: 0817179-00001

NAME OF SUBMITTER: Jonathan Vance

SIGNATURE: /Jonathan Vance/

DATE SIGNED: 03/30/2020

Total Attachments: 7

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This instrument and the rights and obligations evidenced hereby, including any liens granted pursuant thereto, are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement dated as of March 30, 2020 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Subordination Agreement") among (i) TWEC Loan Collateral Agent, LLC, for itself and the other lenders party to the Junior Loan Agreement referred to therein, (ii) each of Alimco Re Ltd., Kick-Start III, LLC, Kick-Start IV, LLC and RJHDC, LLC, as subordinated lenders, (iii) Etailz Inc. and each of the other Borrowers now or hereafter party thereto (the "Borrowers"), (iv) Trans World Entertainment Corporation and each of the other Guarantors now or hereafter party thereto (the "Guarantors"), and (v) Encina Business Credit, LLC, as Agent (in such capacity, together with its successors and assigns in such capacity, the "Agent"), and the lenders party thereto (the "Senior Lenders"), to (i) the Obligations (as defined in the Loan Agreement referred to therein) owed by the Borrowers pursuant to such Loan Agreement, and to indebtedness refinancing the indebtedness under such agreement as contemplated by the Subordination Agreement, and (ii) the Liens (as defined in such Loan Agreement) granted to the Agent to secure the Obligations, and to the Liens securing the indebtedness refinancing such Obligations; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2020, by ETAILZ INC., a Washington corporation ("Grantor"), in favor of TWEC LOAN COLLATERAL AGENT, LLC, for its own benefit and the benefit of the lenders party to the Subordinated Loan Agreement (as defined below) (together with its successors and assigns, in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Subordinated Loan and Security Agreement dated as of the date hereof by and among Grantor, as borrower (the "Borrower"), Trans World Entertainment Corporation, as parent (the "Parent"), the Loan Party Obligors party thereto from time to time, Collateral Agent, and the lenders party thereto from time to time (the "Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Subordinated Loan Agreement"), the Lenders have agreed to make their respective loans for the benefit of Grantor and Grantor has granted to Collateral Agent, for its own benefit and the ratable benefit of the Lenders, a continuing security interest in certain Intellectual Property, including the Trademarks and Trademark Licenses (as defined below), subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Subordinated Loan Agreement, Grantor is required to execute and deliver to Collateral Agent this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Subordinated Loan Agreement.

(b) “Trademarks” means (i) 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 all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether 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, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (ii) the right to obtain all renewals thereof.

(c) “Trademark Licenses” means, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule I hereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Collateral Agent, for its own benefit and the ratable benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any “intent-to-use” Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

3. SUBORDINATED LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent pursuant to the Subordinated Loan Agreement and this Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Subordinated Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of

this Trademark Security Agreement and the terms of the Subordinated Loan Agreement, the terms of the Subordinated Loan Agreement shall govern.

[signature pages follow]

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

GRANTOR:

ETAILZ INC.

By:  _____

Name: Kunal Chopra

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWEC LOAN COLLATERAL AGENT, LLC,
as Collateral Agent

By: ALIMCO RE LTD.
Its: Member

By: 
Name: Jonathan Marcus
Title: CEO

By: RJHDC, LLC
Its: Member

By: _____
Name: Anne Higgins
Title: Sole Member / Manager

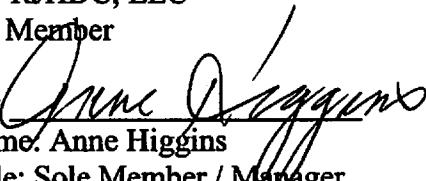
ACCEPTED AND ACKNOWLEDGED BY:

TWEC LOAN COLLATERAL AGENT, LLC,
as Collateral Agent

By: ALIMCO RE LTD.
Its: Member

By: _____
Name: Jonathan Marcus
Title: CEO

By: RJHDC, LLC
Its: Member

By: 
Name: Anne Higgins
Title: Sole Member / Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

A. Trademarks

GRANTOR	TRADEMARK TITLE	APPLICATION NO.	DATE OF APPLICATION	REG. NO.	DATE OF REGISTRATION
Etailz Inc.	etailz	87674607	11/7/2017	N/A	N/A
Etailz Inc.	etailz logo	86136945	12/6/2013	4587842	8/19/2014
Etailz Inc.	Marketplace Growth Partners	87777832	1/31/2018	5455508	4/24/2018
Etailz Inc.	Wollnick's (logo)	86136570	12/5/2013	4686105	2/10/2015
Etailz Inc.	Perispect (logo)	86343148	7/21/2014	4730606	5/5/2015
Etailz Inc.	Big Betty	86239678	4/2/2014	4628682	10/28/2014
Etailz Inc.	Coy Beauty	88586111	8/20/2019	N/A	N/A
Etailz Inc.	eholdingz	86372364	8/20/2014	4699873	3/10/2015
Etailz Inc.	domestic corner (logo)	86529835	2/10/2015	4821925	9/29/2015
Etailz Inc.	Yogawise (logo)	86529935	2/10/2015	4808486	9/8/2015
Etailz Inc.	Pinot Protector	88278962	1/28/2019	5838948	8/20/2019
Etailz Inc.	JumpOff Jo	88328325	3/6/2019	5839819	8/20/2019
Etailz Inc.	Keto the Great	88337958	3/13/2019	5839832	8/20/2019
Etailz Inc.	Brilliant Bee	88338147	3/13/2019	5834934	8/13/2019

B. Trademark Licenses

None.