

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570857

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
B BOYS LLC		04/06/2020	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Israel Discount Bank of New York		
<b>Street Address:</b>	511 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88728791	BELGIAN BOYS	
<b>Serial Number:</b>	88728138	BELGIAN BOYS	
<b>Serial Number:</b>	88481928	COOKIE STASH	
<b>Registration Number:</b>	5328841	MINI COOKIE STASH	
<b>Registration Number:</b>	5309606	BELGIAN BOYS	
<b>Registration Number:</b>	5292675	YOUR YOU ROCK IT, WE GIVE IT.	
<b>Registration Number:</b>	5233830	#COOKIETROUBLE	
<b>Registration Number:</b>	4671357	BELGIAN BOYS	
<b>Registration Number:</b>	4649646	BELGIAN BOYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Ted.mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

OP \$240.00 88728791

<b>NAME OF SUBMITTER:</b>	Syed Humza Moinuddin
<b>SIGNATURE:</b>	/Syed Humza Moinuddin/
<b>DATE SIGNED:</b>	04/07/2020
<b>Total Attachments: 5</b> source=Trademark_Security_Agreement_(B_Boys)_V_2_(2) USPTO Submission_V_1#page1.tif source=Trademark_Security_Agreement_(B_Boys)_V_2_(2) USPTO Submission_V_1#page2.tif source=Trademark_Security_Agreement_(B_Boys)_V_2_(2) USPTO Submission_V_1#page3.tif source=Trademark_Security_Agreement_(B_Boys)_V_2_(2) USPTO Submission_V_1#page4.tif source=Trademark_Security_Agreement_(B_Boys)_V_2_(2) USPTO Submission_V_1#page5.tif	



## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“*Trademark Security Agreement*”), dated as of April 6, 2020, is made by B BOYS LLC, a New York limited liability company (the “*Client*”), in favor of ISRAEL DISCOUNT BANK OF NEW YORK (“*IDB*”).

WHEREAS, the Client, MERB, LLC, a Delaware limited liability company, and IDB have entered into an Accounts Receivable Management and Security Agreement, dated as of April 6, 2020 (the “*ARMS Agreement*”).

WHEREAS, under the terms of the ARMS Agreement, the Client has granted to IDB a security interest in, among other property, the intellectual property of the Client, and has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state governmental 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, the Client agrees with IDB as follows:

1. **Grant of Security Interest.** The Client hereby pledges and grants to IDB a security interest in and to all of the right, title and interest of the Client 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 I 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 the Client 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.** The Client 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 ARMS Agreement, which is hereby incorporated by reference. The provisions of the ARMS 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 ARMS 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 shall 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, the Client 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.

B BOYS LLC

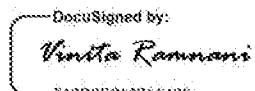
By: 

Name: Anouck Gotlib

Title: CEO

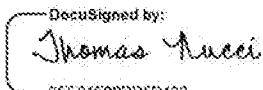
Agreed to and accepted:

ISRAEL DISCOUNT BANK OF  
NEW YORK

By:   
7A3D8FCE037A548E...

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:   
5E6C1E98D3D50433

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 1**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Serial Number</b>	<b>Registration Number</b>	<b>Word Mark</b>
88728791	[n/a]	BELGIAN BOYS
88728138	[n/a]	BELGIAN BOYS
88481928	[n/a]	COOKIE STASH
87397845	5328841	MINI COOKIE STASH
87287533	5309606	BELGIAN BOYS
87168265	5292675	YOUR YOU ROCK IT, WE GIVE IT.
87079917	5233830	#COOKIETROUBLE
86305809	4671357	BELGIAN BOYS
85733372	4649646	BELGIAN BOYS