

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM625949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bikini.com, LLC		02/10/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Jefferson Remark Funding LLC		
Street Address:	c/o Eldridge Industries, LLC		
Internal Address:	600 Steamboat Road		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4804479	BIKINI.COM	
Registration Number:	4890649	BIKINI.COM	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6154		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Barbara A. Barakat, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2213838.163		
NAME OF SUBMITTER:	Barbara A. Barakat		
SIGNATURE:	/barbara a. barakat/		
DATE SIGNED:	02/11/2021		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS Trademark Security Agreement, dated as of February 10, 2021 (this “**Trademark Security Agreement**”), by Remark Holdings, Inc. (formerly known as Remark Media, Inc.), a Delaware corporation, and Bikini.com, LLC, a Nevada limited liability company, (each, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of Jefferson Remark Funding LLC, in its capacity as the lender pursuant to the Senior Secured Promissory Note (the “**Lender**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Senior Secured Promissory Note dated as of February 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Secured Note**”) in favor of the Lender pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender, to enter into the Secured Note, the Grantors hereby agree with the Lender as follows:

SECTION 1. Defined Terms. “**Trademarks**” shall mean, collectively, with respect to each Grantor, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law in the United States), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof. Unless otherwise defined herein, other terms defined in the Secured Note and used herein have the meaning given to them in the Secured Note.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Lender a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) all Trademarks of such Grantor, including the Trademarks listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Secured Note. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Secured Note, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and

granted hereby are more fully set forth in the Secured Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Secured Note, the provisions of the Secured Note shall control unless the Lender shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, each 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.


Very truly yours,

REMARK HOLDINGS, INC.

By: 
Name: Kai-Shing Tao
Title: Chief Executive Officer

BIKINI.COM, LLC

By: REMARK HOLDINGS, INC., its Sole Member

By: 
Name: Kai-Shing Tao
Title: Chief Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
BIKINI.COM, LLC	4804479	September 1, 2015	BIKINI.COM
BIKINI.COM, LLC	4890649	January 19, 2016	BIKINI.COM
REMARK HOLDINGS, INC. (FKA REMARK MEDIA, INC.)	3100343	June 6, 2006	MY STOCK FUND
REMARK HOLDINGS, INC. (FKA REMARK MEDIA, INC.)	4646412	November 25, 2014	SLAP TV