

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JBL TRADING LLC		12/16/2020	Limited Liability Company: NEW YORK
JBL KITCHEN, LLC		12/16/2020	Limited Liability Company: NEW YORK
BABY LOUNGE LLC		12/16/2020	Limited Liability Company: NEW YORK
CREST BRANDS, LLC		12/16/2020	Limited Liability Company: NEW YORK
JBL BRANDS, LLC		12/16/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York, as Agent		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
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	
Registration Number:	5886312	PINK LABEL	
Serial Number:	87622587	PICKLE AND DOT	
Serial Number:	87622579	COPPER ZONE	
Serial Number:	87622568	SWEET GIRL	
Serial Number:	87622558	GYPSY DREAMER	
Registration Number:	5782452	LOCKER ROOM	
Serial Number:	87622604	SOCK LOUNGE	

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Property Type	Number	Word Mark
Serial Number:	87622598	FITNESS ESSENTIALS
Serial Number:	87622593	DRY FRESH
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
Serial Number:	88248524	XTREME HEAT
Serial Number:	88159964	MODERN MAN
Serial Number:	88159959	OUTDOOR MOUNTAIN WORKS
Serial Number:	88159950	TODAY'S MAN
Registration Number:	5776321	BABY LOUNGE
Registration Number:	5837593	HOMEMAKER
Serial Number:	87490591	STUDIOKITCHEN
Registration Number:	5266416	HM HOMEMAKER
Registration Number:	5266415	H HOMEMAKER

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Ted.Mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	12/21/2020

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of December 16, 2020, by and among **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 **ISRAEL DISCOUNT BANK OF NEW YORK**, as Agent for itself and the other Lenders (as defined below) (in such capacity, the "Agent").

WITNESSETH:

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, the Borrower 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

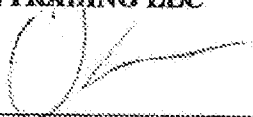
with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. The Borrower hereby waives personal service of any and all process upon it and consents that 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 14.6 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.

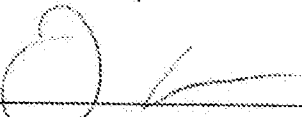
JBL TRADING LLC

By:  _____

Name: Joseph Levy

Title: Authorized Signatory

JBL KITCHEN, LLC

By:  _____

Name: Joseph Levy

Title: Authorized Signatory

JBL BRANDS LLC

By:  _____

Name: Joseph Levy

Title: Authorized Signatory

BABY LOUNGE LLC

By:  _____

Name: Joseph Levy

Title: Authorized Signatory

CREST BRANDS, LLC

By:  _____

Name: Joseph Levy

Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

ISRAEL DISCOUNT BANK OF NEW YORK, as
Agent

DocuSigned by:
Thomas Kavanagh VP 928/524
By: 389C2753120F405
Name: Thomas Kavanagh
Title: V. P.

DocuSigned by:
Mark Reiner
By: 705288A1E89243
Name: Mark Reiner
Title: SR. V. P.

[Signature page to Intellectual Property Security Agreement]

SCHEDULE A

Intellectual Property

Company	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
JBL	88248362		PINK LABEL	TSDR	LIVE
JBL	88248523		PINK LABEL BABY	TSDR	LIVE
JBL	88248513		FORSYTHIA RIDGE	TSDR	LIVE
JBL	88080699		ALEXXA & GIGI	TSDR	LIVE
JBL	87655539		JUMPBALL	TSDR	LIVE
JBL	87939212	5886312	PINK LABEL	TSDR	LIVE
JBL	87622587		PICKLE AND DOT	TSDR	LIVE
JBL	87622579		COPPER ZONE	TSDR	LIVE
JBL	87622568		SWEET GIRL	TSDR	LIVE
JBL	87622558		GYPSY DREAMER	TSDR	LIVE
JBL	87626696	5782452	LOCKER ROOM	TSDR	LIVE
JBL	87622604		SOCK LOUNGE	TSDR	LIVE
JBL	87622598		FITNESS ESSENTIALS	TSDR	LIVE
JBL	87622593		DRY FRESH	TSDR	LIVE
JBL	87622611	5710745	JUMP BALL	TSDR	LIVE
JBL	87655545	5662609	PINK LABEL	TSDR	LIVE
JBL	87626715	5662535	PINK LABEL	TSDR	LIVE
JBL	87655536	5657180		TSDR	LIVE
JBL	87655526	5657179	JUMPBALL	TSDR	LIVE
JBL	87490460	5379215	CHÂTEAU LIN	TSDR	LIVE

Company	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
JBL	86236927	4697223	#1 FAN	TSDR	LIVE
JBL	86225363	4620876	FUNKY THROWS	TSDR	LIVE
JBL	85909246	4443587	STYLE BASICS	TSDR	LIVE
JBL	76699992	4045586	CREST MILLS	TSDR	LIVE
Crest Brands	88248524		XTREME HEAT	TSDR	LIVE
Crest Brands	88159964		MODERN MAN	TSDR	LIVE
Crest Brands	88159959		OUTDOOR MOUNTAIN WORKS	TSDR	LIVE
Crest Brands	88159950		TODAY'S MAN	TSDR	LIVE
Crest Brands	87622616	5776321	BABY LOUNGE	TSDR	LIVE
JBL Kitchen	88009295	5837593	HOMEMAKER	TSDR	LIVE
JBL Kitchen	87490591		STUDIOKITCHEN	TSDR	LIVE
JBL Kitchen	86604258	5266416	HM HOMEMAKER	TSDR	LIVE
JBL Kitchen	86604252	5266415	H HOMEMAKER	TSDR	LIVE