

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E. GLUCK CORPORATION		03/22/2021	Corporation: 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: 35			
Property Type	Number	Word Mark	
Registration Number:	1355252	ALL-SPORT	
Registration Number:	1191154	ANDRE RIVALLE	
Registration Number:	1020482	ARMITRON	
Registration Number:	5083767	ARMITRON ADVENTURE	
Registration Number:	1622412	ARMITRON ALL-SPORT	
Registration Number:	1420954	AWATCH	
Serial Number:	90314795	CASE CANDY	
Registration Number:	897363	CHATEAU	
Registration Number:	1277983	DEAUVILLE	
Registration Number:	2014400	DURASTEEL	
Registration Number:	1505784	ECLIPSE	
Serial Number:	90248202	ECO TIME	
Registration Number:	6188507	EG	
Registration Number:	1205402	EG	
Registration Number:	1551831	H2O	
Registration Number:	1027329	INSTALITE	
Registration Number:	970176	JACK & JILL	
Registration Number:	1031409	JACK & JILL TELL TIME	
Registration Number:	4245586	MAKE TIME	

OP \$890.00 1355252

Property Type	Number	Word Mark
Registration Number:	1890492	MICHELE BERNARD
Registration Number:	1446294	NOW
Registration Number:	1494170	PRO ALL SPORT
Registration Number:	1552798	PRO SPORT
Registration Number:	3586591	PRO SPORT
Registration Number:	4793504	PROFIT
Registration Number:	3586590	
Serial Number:	90482865	SABBATICAL
Registration Number:	1610274	
Registration Number:	2822910	SPECIAL FORCES
Registration Number:	3846303	SPROUT
Registration Number:	2017937	
Registration Number:	987358	SUTTON
Registration Number:	2945077	TORGOEN
Registration Number:	4629086	TORGOEN
Registration Number:	1323119	WRIST-COMP 101

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: 800-713-0755

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:	04/15/2021

Total Attachments: 7
source=79955067-1#page1.tif
source=79955067-1#page2.tif
source=79955067-1#page3.tif
source=79955067-1#page4.tif
source=79955067-1#page5.tif
source=79955067-1#page6.tif
source=79955067-1#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 22, 2021, is made by E. GLUCK CORPORATION, a New York corporation ("Grantor") in favor of ISRAEL DISCOUNT BANK OF NEW YORK (the "Agent"), located at 511 Fifth Avenue, New York, New York 10017, as agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties").

WHEREAS, Grantor has entered into a Credit and Security Agreement, dated as of even date herewith (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent and the lenders (the "Lenders") party thereto; and

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government 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, Grantor agrees with the Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the right, title and interest of Grantor 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 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (collectively, the "Trademarks"), excluding United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) 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 Trademarks; and

(c) 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, 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. Grantor authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Credit 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 will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, CHOICE OF FORUM; SERVICE OF PROCESS; JURY TRIAL WAIVER SET FORTH IN SECTION 13.2 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. *MUTATIS MUTANDIS.*

7. Termination. Upon the termination of the Credit Agreement in accordance with the terms thereof and payment and satisfaction in full of the Obligations, the Agent shall, at the expense of the Grantor, promptly execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor 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.

E. GLUCK CORPORATION

By: 

Name: Adam Gelnick

Title: Chief Financial Officer

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK,
as Agent

DocuSigned by:
Barry Solomon
By: _____
Name: Barry Solomon
Title: First Vice President

DocuSigned by:
Richard Miller
By: _____
Name: Richard Miller
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Title	U.S. Trademark Registration No. Serial No. Disclaimer	Status	Owner
ALL-SPORT	1355252	Registered	E. Gluck Corporation
ANDRE RIVALLE	1191154	Registered	E. Gluck Corporation
ARMITRON	1020482	Registered	E. Gluck Corporation
ARMITRON ADVENTURE	5083767	Registered	E. Gluck Corporation
ARMITRON ALL SPORT and Stick Figure Design	1622412	Registered	E. Gluck Corporation
AWATCH	1420954	Registered	E. Gluck Corporation
CASE CANDY	90314795 (Serial No.)	Pending	E. Gluck Corporation
CHATEAU	897363	Registered	E. Gluck Corporation
DEAUVILLE	1277983	Registered	E. Gluck Corporation
DURASTEEL	2014400	Registered	E. Gluck Corporation
ECLIPSE	1505784	Registered	E. Gluck Corporation
ECO TIME	90248202 (Serial No.)	Pending	E. Gluck Corporation
EG (Stylized)	6188507	Registered	E. Gluck Corporation
EG LOGO	1205402	Registered	E. Gluck Corporation
H2O	1551831	Registered	E. Gluck Corporation
INSTALITE	1027329	Registered	E. Gluck Corporation
JACK & JILL	970176	Registered	E. Gluck Corporation

[Schedule I to Trademark Security Agreement]

Title	U.S. Trademark Registration No. Serial No. Disclaimer	Status	Owner
JACK & JILL TELL TIME	1031409	Registered	E. Gluck Corporation
MAKE TIME	4245586	Registered	E. Gluck Corporation
MICHELE BERNARD	1890492	Registered	E. Gluck Corporation
NOW	1446294	Registered	E. Gluck Corporation
PRO ALL SPORT	1494170	Registered	E. Gluck Corporation
PRO SPORT	1552798	Registered	E. Gluck Corporation
PRO SPORT (Stylized) and Design	3586591	Registered	E. Gluck Corporation
PROFIT	4793504	Registered	E. Gluck Corporation
Running Figure Logo	3586590	Registered	E. Gluck Corporation
SABBATICAL	90482865	Pending	E. Gluck Corporation
Smile Design	1610274	Registered	E. Gluck Corporation
SPECIAL FORCES	2822910	Registered	E. Gluck Corporation
SPROUT	3846303	Registered	E. Gluck Corporation
SPROUT	3846303	Registered	E. Gluck Corporation
Stick Figure Logo	2017937	Registered	E. Gluck Corporation
SUTTON	987358	Registered	E. Gluck Corporation
TORGOEN	2945077	Registered	E. Gluck Corporation
TORGOEN	4629086	Registered	E. Gluck Corporation
WRIST-COMP 101	1323119	Registered	E. Gluck Corporation

[Schedule 1 to Trademark Security Agreement]

6499380.1