

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAY IMPORT COMPANY, INC.		04/16/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	ISRAEL DISCOUNT BANK OF NEW YORK, IDB FACTORS DIVISION		
Street Address:	511 FIFTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	88158455	DESIGN GUILD	
Serial Number:	88144778	STYLESETTER	
Serial Number:	87044527	CRYSTAL CLEAR	
Serial Number:	87803839	FIFTH AVENUE CRYSTAL LTD	
Serial Number:	87803912	POOL SHOTS	
Serial Number:	87803905	B-BALL SHOTS	
Serial Number:	87803871	DART SHOTS	
Serial Number:	87041123	AMERICAN ATELIER	
Serial Number:	86246149	BIANCA	
Serial Number:	85508255	SHOT GLASS CHECKERS	
Serial Number:	85507580	SHOT GLASS TIC-TAC-TOE	
Serial Number:	75123343	JAY IMPORT COMPANY	
Serial Number:	75267726	CRYSTAL CLEAR	
Serial Number:	75175295	CELEBRATIONS	
CORRESPONDENCE DATA			
Fax Number:	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>			

OP \$365.00 88158455

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: Jessica Hildebrandt

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 04/22/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of April 16, 2021, is made by JAY IMPORT COMPANY, INC., a New York corporation ("**Debtor**") in favor of ISRAEL DISCOUNT BANK OF NEW YORK, IDB FACTORS DIVISION ("**Secured Party**").

WHEREAS, Debtor and Secured Party have entered into a Factoring Agreement, dated as of April 16, 2021 (as amended, supplemented and otherwise modified from time to time, the "**Factoring Agreement**"), pursuant to which Secured Party from time to time may make loans and advances and provide other financial accommodations to Debtor; and

WHEREAS, under the terms of the Factoring Agreement, Debtor has granted to Secured Party a security interest in, among other property, the intellectual property of Debtor, 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, Debtor agrees with the Collateral Agent as follows:

1. Grant of Security. Debtor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Debtor 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 (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 Debtor 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. Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Factoring Agreement, which is hereby incorporated by reference. The provisions of the Factoring Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as

provided by the Factoring Agreement, the Factoring 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.

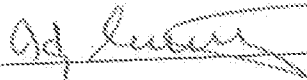
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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, Debtor 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.

JAY IMPORT COMPANY, INC.

By: 

Name: Harry Jacobowitz

Title: Chief Executive Officer

Address for Notices: 41 Madison Avenue
New York, NY 10010

AGREED TO AND ACCEPTED:

ISRAEL DISCOUNT BANK OF NEW YORK,
IDB Factors Division

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address for Notices: 511 Fifth Avenue
New York, NY 10017

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007267 FRAME: 0677

IN WITNESS WHEREOF, Debtor 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.

JAY IMPORT COMPANY, INC.

By: _____

Name: Harry Jacobowitz

Title: Chief Executive Officer

Address for Notices: 41 Madison Avenue
New York, NY 10010

AGREED TO AND ACCEPTED:

**ISRAEL DISCOUNT BANK OF NEW YORK,
IDB Factors Division**

By: _____
DocuSigned by:
Austin Sohn
3225284BA1EB9443...

Name: Austin Sohn

Title: FVP

By: _____
DocuSigned by:
Mark Reiner
3225284BA1EB9443...

Name: Mark Reiner

Title: SVP

Address for Notices: 511 Fifth Avenue
New York, NY 10017

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

	Serial Number	Reg. Number	Word Mark
1	88158455	5860507	DESIGN GUILD
2	88144778	5999717	STYLESETTER
3	87044527	n/a	CRYSTAL CLEAR
4	87803839	n/a	FIFTH AVENUE CRYSTAL LTD
5	87803912	5579462	POOL SHOTS
6	87803905	5579461	B-BALL SHOTS
7	87803871	5579457	DART SHOTS
8	87041123	5248724	AMERICAN ATELIER
9	86246149	4655679	BIANCA
10	85508255	4215664	SHOT GLASS CHECKERS
11	85507580	4215658	SHOT GLASS TIC-TAC-TOE
12	75123343	2236023	JAY IMPORT COMPANY
13	75267726	2163734	CRYSTAL CLEAR
14	75175295	2170769	CELEBRATIONS