

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM653027

<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>
HUDSON&CANAL CORP		06/09/2021	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	99 Wood Avenue South, 3rd Floor		
<b>City:</b>	Iselin		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08830		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5835283	HUDSON&CANAL	
<b>Registration Number:</b>	5887132	HENN&HART	
<b>Registration Number:</b>	6268406	MEYER&CROSS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	973-705-7422		
<b>Email:</b>	cwilkes@murphyllp.com		
<b>Correspondent Name:</b>	Murphy Schiller & Wilkes LLP		
<b>Address Line 1:</b>	24 Commerce Street, 12th Floor		
<b>Address Line 2:</b>	Charles J. Wilkes, Esq.		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102		
<b>NAME OF SUBMITTER:</b>	Charles J. Wilkes		
<b>SIGNATURE:</b>	/Charles J. Wilkes/		
<b>DATE SIGNED:</b>	06/10/2021		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 9, 2021 (as amended, supplemented or otherwise modified from time to time, the "**Intellectual Property Security Agreement**"), is made by HUDSON&CANAL CORP, a Florida corporation (the "**Grantor**") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "**Secured Party**"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined below).

WHEREAS, the Grantor and the Secured Party are parties to that certain Credit Agreement dated as of the date hereof, made by the Grantor in favor of the Secured Party (the "**Credit Agreement**");

WHEREAS, pursuant to the Credit Agreement, as security for the payment and performance of the indebtedness and other obligations due from the Grantor to the Secured Party under the Credit Agreement and the other Loan Documents (the "**Obligations**"), the Grantor granted to the Secured Party, a security interest in all of the right, title and interest of the Grantor in, to and under all of Grantor's assets; and

WHEREAS, the Grantor has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and any other applicable governmental authorities in order to perfect the Secured Party's security interest in the intellectual property described herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Secured Party a security interest in and to all right, title and interest in and to the following (the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all of the Grantor's trademarks and patents of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for trademarks and patents of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country (provided that no security interest shall be granted in United States intent-to-use trademark and patent applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair validity or enforceability of any registration issuing from such intent-to-use trademark and patent applications under applicable federal law), including those trademarks and patents listed on Schedule I (collectively, the "**Trademarks and Patents**") and all of the goodwill of the business connected with the use of, or symbolized by, each of the Trademarks and Patents; and

(b) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey.

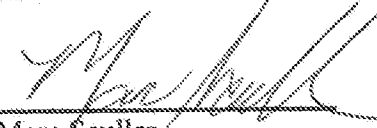
Section 5. Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, pursuant to the terms and conditions more fully set forth in Section 7.13 of the Credit Agreement (subtitled "**Arbitration**").

Section 6. No Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTOR AND THE SECURED PARTY (BY ITS ACCEPTANCE OF THIS ASSIGNMENT) EACH IRREVOCABLY AND UNCONDITIONALLY WAIVES, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS HERETOFORE, NOW OR HEREAFTER EXECUTED OR DELIVERED, OR IN CONNECTION WITH THE INDEBTEDNESS UNDER THE CREDIT AGREEMENT, OR IN ANY WAY RELATED TO THIS TRANSACTION OR OTHERWISE WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL.

[Signature Page Follows]

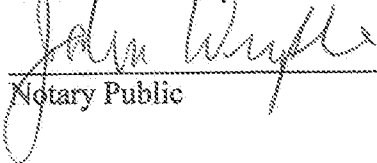
IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been duly executed by the Grantor, intending to be legally bound hereby, as of the date first written above.

HUDSON&CANAL CORP

By:   
\_\_\_\_\_  
Marc Sculler  
President

STATE OF NEW JERSEY :  
COUNTY OF Monmouth :SS:

I CERTIFY that on the 27<sup>th</sup> day of June, 2021, before me personally appeared MARC SCULLER, who I am satisfied is the individual who executed this instrument and, who being duly sworn by me, did depose and say that: (a) he is the President of HUDSON&CANAL CORP, a Florida corporation; (b) he is authorized to execute this instrument on behalf of such corporation; and (c) he executed this instrument as the act of such corporation.

  
\_\_\_\_\_  
Notary Public

JOHN WEMPLE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 50120732  
MY COMMISSION EXPIRES JAN. 24, 2025

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 007322 FRAME: 0724

SCHEDULE I

Intellectual Property Type	Description	USPTO Registration Number	Date of Registration
HCANAL 10.1-001	HUDSON&CANAL	5,835,283	August 13, 2019
HCANAL 10.0-002	HENN&HART	5,887,132	October 15, 2019
HCANAL 10.1-003	MEYER&CROSS	6,268,406	February 9, 2021

SCHEDULE I