

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clyde Duneier, Inc.		01/28/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Webster Business Credit, A Division of Webster Bank, N.A.		
Street Address:	360 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3064899	CID	
Registration Number:	3064898	CLYDE DUNEIER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-238-3214		
Email:	SELWIN@EMMETMARVIN.COM		
Correspondent Name:	Sharon Elwin		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	Emmet, Marvin & Martin, LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	1580563 TM		
NAME OF SUBMITTER:	Sharon Elwin		
SIGNATURE:	/Sharon Elwin/		
DATE SIGNED:	01/28/2022		
Total Attachments: 3			
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OP \$65.00 3064899

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **CLYDE DUNEIER, INC.**, a New York corporation (the "*Grantor*"), and **WEBSTER BUSINESS CREDIT, A DIVISION OF WEBSTER BANK, N.A.** (the "*Lender*") are parties to a Security Agreement, dated as of January 28, 2022 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantor has granted to the Lender a security interest in and to the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Lender a security interest in and to the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "*Trademark Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as such term is defined in the Credit Agreement referred to in the Security Agreement):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule I attached hereto (collectively, the "*Trademarks*");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

Notwithstanding the foregoing, for clarity, the Trademark Collateral does not include any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, such application or any registration issued as a result of such intent-to-use trademark applications under applicable Law.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: Webster Business Credit, a Division of Webster Bank, N.A., 360 Lexington Avenue, New York, New York 10017.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of January 13, 2022.

CLYDE DUNEIER, INC.

By: 

Name: Jake Duneier

Title: President

[Signature Page to Grant of Security Interest (Trademarks)]

TRADEMARK
REEL: 007589 FRAME: 0290

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of January 28, 2022

<u>Trademark</u>	<u>USPTO Registration Number</u>	<u>Date Registered</u>
CID	3064899	3/7/2006, REGISTERED AND RENEWED 6/19/2015
Clyde Duneier	3064898	3/7/2006 REGISTERED AND RENEWED 11/17/2016