

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IN PRIVATE, INC.		04/22/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	ISRAEL DISCOUNT BANK OF NEW YORK		
Street Address:	1114 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90823163	SPARKLE UNDER THE SUN	
Serial Number:	90718383	S & LO	
Serial Number:	90718173	SUN TOGETHER	
Serial Number:	90675038	SUNN & LAYLO	
Registration Number:	5173168	SUNN LAB SWIM	
Registration Number:	5124444	VANILLA BEACH	
Registration Number:	5788242	LOVEY & GRINK	
Registration Number:	5424364	VANILLA BEACH SPORT	
Registration Number:	4855070	VANILLA BEACH	
Registration Number:	4870462	IN PRIVATE	
Registration Number:	2971971	VANILLA BEACH	
Registration Number:	2704562	IN PRIVATE	
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>			
Phone:	800-713-0755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		

OP \$315.00 90823163

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Gloria Sheehan

SIGNATURE: /Gloria Sheehan/

DATE SIGNED: 04/28/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of April 22, 2022, is made by IN PRIVATE, INC., a New York corporation (the "*Grantor*"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("*Secured Party*").

WHEREAS, the Grantor has entered into a certain Line Letter, dated as of the date hereof (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "*Line Letter*"), between the Grantor and Secured Party; and

WHEREAS, under the terms of the Line Letter and to secure its obligations to Secured Party thereunder, the Grantor has granted to Secured Party 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, the Grantor agrees with Secured Party as follows:

1. Grant of Security Interest. To secure the payment and performance of the Obligations under the Note, the Grantor hereby reaffirms its prior grant pursuant to the Line Letter of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Collateral*"), with power of sale to the extent permitted by law:

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "*Trademarks*"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(b) all rights of any kind whatsoever of the Grantor 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. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

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

IN PRIVATE, INC.

By:  _____
Digitally signed by Michael Castle
DN: cn=Michael Castle, o=IN PRIVATE, INC., email=Michael.Castle@inprivate.com

Name: Michael Castle

Title: CEO

Address for Notices:
70 West 36th Street, 14th Floor
New York, NY 10018

Agreed to and accepted:
ISRAEL DISCOUNT BANK OF NEW YORK

By:  _____
Digitally signed by CJ Gianatiempo
DN: cn=CJ Gianatiempo, o=ISRAEL DISCOUNT BANK OF NEW YORK, email=CJ.Gianatiempo@idbank.com

Name: CJ Gianatiempo

Title: First Vice President

By:  _____
Digitally signed by Ender Cetin
DN: cn=Ender Cetin, o=ISRAEL DISCOUNT BANK OF NEW YORK, email=Ender.Cetin@idbank.com

Name: Ender Cetin

Title: Senior Vice President

Address for Notices:
1114 Avenue of the Americas
New York, NY 10036

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007705 FRAME: 0435

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS¹

Serial Number	Re g Number	Word Mark
90823163		SPARKLE UNDER THE SUN
90718383		S & LO
90718173		SUN TOGETHER
90675038		SUNN & LAYLO
87087892	5173168	SUNN LAB SWIM
87137000	5124444	VANILLA BEACH
87310422	5788242	LOVEY & GRINK
87213334	5424364	VANILLA BEACH SPORT
86589456	4855070	VANILLA BEACH
86622477	4870462	IN PRIVATE
76522036	2971971	VANILLA BEACH
76438146	2704562	IN PRIVATE

¹ NTD: Borrower to confirm.