

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BENTEX GROUP, INC		06/01/2022	Corporation: NEW YORK
DREAMWAVE LLC		06/01/2022	Limited Liability Company: NEW YORK
MIGEAR INTERNATIONAL LLC		06/01/2022	Limited Liability Company: NEW YORK
GREENBERRY ECO GROUP LLC		06/01/2022	Limited Liability Company: NEW YORK
ONE DESIGN HOME INTERNATIONAL LLC		06/01/2022	Limited Liability Company: NEW YORK
XTB LLC		06/01/2022	Limited Liability Company: NEW YORK
ALL SEASONS GROUP LLC		06/01/2022	Limited Liability Company: NEW YORK
PETMEDICS LLC		06/01/2022	Limited Liability Company: DELAWARE
MAXXIM APPAREL LLC		06/01/2022	Limited Liability Company: NEW YORK
INDECOR LLC		06/01/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	ISRAEL DISCOUNT BANK OF NEW YORK, As Agent		
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	
Registration Number:	3244806	DREAMWAVE	
Registration Number:	4858999	FUNSTUFF	
Serial Number:	87748241	ITALK	
Registration Number:	3508147	ITALK	

OP \$315.00 3244806

Property Type	Number	Word Mark
Registration Number:	5720877	BROADWAY KIDS
Registration Number:	1512792	BROADWAY BABY
Registration Number:	4720208	LOUNGEHOUSE
Registration Number:	4723920	AQUA ET SOL
Registration Number:	4676788	BIOBASE
Serial Number:	90582614	MYPETMEDICS
Serial Number:	90582610	PETMEDICS
Serial Number:	90855265	MAXXIM

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: james.murray@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:	06/09/2022

Total Attachments: 8
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of June 1, 2022, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK, as agent for the Lenders (as defined below) (in such capacity, the "*Agent*").

WHEREAS, the Grantors have entered into a Loan and Security Agreement, dated as of January 10, 2020 (as amended, supplemented and otherwise modified from time to time, the "*Loan Agreement*"), by and among the Grantors, certain affiliates of the Grantors, the lenders party thereto (the "*Lenders*") and the Agent.

WHEREAS, under the terms of the Loan Agreement, each Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, the intellectual property of each Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state governmental authorities, including, but not limited to, the United States Patent and Trademark Office (the "*USPTO*").

WHEREAS, certain Grantors and the Agent have previously entered into the Trademark Security Agreement, dated as of March 2, 2020, notice of which was recorded in the USPTO on March 16, 2021 at Reel 7233, Frame 0915 (as amended, supplemented and otherwise modified from time to time, the "*Initial Trademark Agreement*").

WHEREAS, certain Grantors and the Agent have previously entered into the Trademark Security Agreement, dated as of January 20, 2022, notice of which was recorded in the USPTO on January 25, 2022 at Reel 7567, Frame 0167 (as amended, supplemented and otherwise modified from time to time, the "*Supplemental Trademark Agreement*" and, together with the Initial Trademark Agreement, the "*Existing Trademark Agreements*").

WHEREAS, Grantors and the Agent have agreed to amend, restate and consolidate certain provisions of the Existing Trademark Agreements, in each case subject to the terms and conditions herein.

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

1. **Grant of Security Interest.** Each Grantor hereby pledges and grants to the Agent, for its benefit and for the ratable benefit of each Lender, a security interest in and to all of the right, title and interest of such 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 I 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 such 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.** Each Grantor authorizes the Commissioner for Trademarks 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 Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent and the Lenders with respect to the Trademark Collateral are as provided by the Loan 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 shall 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).

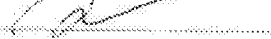
7. **Amendment and Restatement.** This Trademark Security Agreement amends, restates and supersedes in full the terms and provisions of the Existing Trademark Agreements to the extent such terms and provisions are related to Grantors. The execution and delivery of this Trademark Security Agreement are not intended and shall not be construed to (a) deem Grantors to have repaid or otherwise discharged any amount of principal of or interest on the Loans (as defined in the Loan Agreement), (b) effect (with respect to any Trademark Collateral in which the Agent retains a security interest or Lien previously granted to the Agent under the Loan Agreement, the Existing Trademark Agreements or any other document, agreement or instrument executed in connection therewith) a novation or otherwise release such security interests or Liens or (c) effect a novation or otherwise release the obligations and liabilities under, or extinguish such obligations and liabilities evidenced by, the Loan Agreement or any document, agreement or instrument executed in connection therewith.

[Signature pages follow]


IN WITNESS WHEREOF, each 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.

GRANTORS:

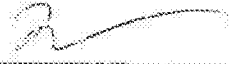
BENTEX GROUP, INC.

By: 
Name: Morris Dweck
Title: CEO


DREAMWAVE LLC

By: 
Name: Morris Dweck
Title: CEO


MIGEAR INTERNATIONAL LLC

By: 
Name: Morris Dweck
Title: CEO


GREENBERRY ECO GROUP LLC

By: 
Name: Morris Dweck
Title: CEO


**ONE DESIGN HOME INTERNATIONAL
LLC**

By: 
Name: Morris Dweck
Title: CEO

XTB LLC

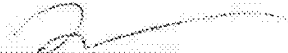
By: 
Name: Morris Dweck
Title: CEO

ALL SEASONS GROUP LLC


By: 
Name: Morris Dweck
Title: CEO

{Signature Page to Amended and Restated Trademark Security Agreement (Bentex)}


PETMEDICS LLC

By: 
Name: Morris Dweck
Title: CEO

MAXXIM APPAREL LLC

By: 
Name: Morris Dweck
Title: CEO

INDECOR LLC

By: 
Name: Morris Dweck
Title: CEO

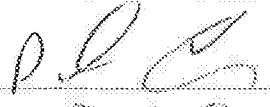
Agreed to and accepted:

**ISRAEL DISCOUNT BANK OF
NEW YORK, as Agent**

By:  _____

Name: David Gino

Title: VP

By:  _____

Name: Paul Chan

Title: SVP

[Signature Page to Amended and Restated Trademark Security Agreement (Bentex)]

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	Registration # /Serial #	Registration/ Filing Date
Bentex Group, Inc.	Dreamwave	3,244,806	5/22/2007
Bentex Group, Inc.	Funstuff	4,858,999	11/24/2015
Bentex Group, Inc.	ITalk	Serial # 87748241	
Bentex Group, Inc.	ITalk (Greeting Cards)	3,508,147	9/30/2008
Bentex Group, Inc.	Broadway Kids	5,720,877	4/9/2019
Bentex Group, Inc.	Broadway Baby	1,512,792	11/15/1988
Dreamwave LLC	Loungehouse	4,720,208	4/14/2015
Dreamwave LLC	Aqua Et Sol	4,723,920	4/21/2015
Dreamwave LLC	Dream with Me	(suspended)	
Greenberry Eco Group LLC	Biobase	4,676,788	1/20/2015
Petmedics LLC	MyPetMedics	90582614	3/16/2021
Petmedics LLC	PetMedics	90582610	3/16/2021
Maxxim Apparel LLC	Maxxim	90855265	7/29/2021

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