

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM766558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KBG-IP LLC		09/23/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	The CIT Group/Commercial Services, Inc.		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1661790	KHOMBU	
Registration Number:	3172609	KHOMBU	
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:	240-392-0017		
Email:	requests@independencelegalsupport.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	PO Box 1807		
Address Line 4:	Greenbelt, MARYLAND 20768		
NAME OF SUBMITTER:	Merriam Baugh		
SIGNATURE:	/Merriam Baugh/		
DATE SIGNED:	11/08/2022		
Total Attachments: 9			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

KBG-IP LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company - New York

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 9/23/2022

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: The CIT Group/Commercial Services, Inc.

Street Address: 11 West 42nd Street

City: New York

State: New York

Country: USA Zip: 10036

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship New York
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: /Merriam Baugh/

Signature

Date

Merriam Baugh

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2022 by and among KBG-IP LLC, a New York limited liability company ("Grantor") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC. ("CIT").

W I T N E S S E T H:

WHEREAS, the Grantor and CIT are parties to, among other agreements, that certain Factoring Agreement (Multi-Client) dated as of November 22, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Factoring Agreement") and that certain Inventory Security Agreement (Multi-Client) dated as of November 22, 2022 by and between, among other affiliates, Grantor and CIT (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement" and together with the Factoring Agreement, collectively referred to herein as the "Financing Agreements"),

CIT factors the Grantor's accounts receivable, makes loans and advances to Grantor and provides other financial accommodations to the Grantor.

WHEREAS, in consideration of CIT continuing to factor accounts receivable, make loans and advances to Grantor and continue to provide other financial accommodations, Grantor has agreed, to the extent not already pledged and assigned to CIT under the terms of the Financing Agreements, to grant CIT a security interest in Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement and Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to CIT, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantor's Trademarks and Trademark licenses to which Grantor is a party, including those referred to on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement shall secure the prompt performance, observance and payment in full of all Obligations including all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under the Financing Agreements or any other agreement or by operation of law, now or hereafter owing by Grantor to CIT or to any affiliate of CIT and are granted in conjunction with the security interests granted to CIT pursuant to the Financing Agreements. Grantor hereby acknowledges and affirms the Trademark Collateral, as described and defined herein, shall be deemed, and is hereby part of the Collateral, as that term is defined in the Factoring Agreement. Grantor hereby further acknowledges and affirms that the rights and remedies of CIT with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Factoring Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATION AND WARRANTIES. Grantor warrants and represents that (a) the execution and performance of this Trademark Security Agreement shall not (i) violate or result in a default or breach (immediately or with the passage of time) under any contract, agreement or instrument to which Grantor is a party, or by which Grantor or any of Grantor's assets are bound, (ii) violate or result in a default or breach under any order, decree, award, injunction, judgment, law, regulation or rule, or (iii) violate or result in a breach of Grantor's articles of incorporation or formation or Grantor's bylaws or operating agreement; (b) Grantor has the full power and authority to enter into and perform under this Trademark Security Agreement, which has been authorized by all necessary corporate, member and/or manager action on Grantor's behalf; (c) no consent, license or approval of, or filing or registration with, any governmental authority is necessary for the execution and performance hereof; and (d) this Trademark Security Agreement constitutes a valid and binding obligation, enforceable in accordance with its terms.

5. REMEDIAL PROVISIONS. If any Event of Default shall have occurred and be continuing under the Financing Agreements, CIT may exercise in respect of the Trademark Collateral, in addition to all other rights and remedies provided for in the Financing Agreements or otherwise available to CIT at law or in equity, all of the rights and remedies available to CIT as a secured lender under the Uniform Commercial Code ("UCC"), whether or not the UCC applies to the affected Trademark Collateral, including but not limited to, the right to transfer to itself or to sell, assign, transfer, license (on an exclusive or non-exclusive basis) or otherwise dispose of the Trademark Collateral to any other person all right, title and interest in and to all or any part of the Trademark Collateral at public or private sale. CIT will give the Grantor reasonable notice of the time and place of any public sale of the Trademark Collateral or the time after which any private sale of the Trademark Collateral or any other intended disposition thereof

is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed to Grantor, postage prepaid to the address of the Grantor at least ten (10) days before the date of such sale or disposition.

6. GRANT OF LICENSE. Upon the occurrence and during the continuance of an Event of Default under the Financing Agreements and solely for the purpose of enabling CIT to exercise its rights and remedies hereunder and under the Financing Agreements, Grantor hereby grants to CIT, an irrevocable, worldwide, non-exclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, or otherwise operate under, license or sublicense, any Trademark Collateral now owned by or licensed to, or hereafter acquired by or licensed to Grantor.

7. POWER OF ATTORNEY. Upon the occurrence and during the continuance of an Event of Default under the Financing Agreements, Grantor irrevocably appoints CIT and any officer or agent thereof, with full power of substitution, its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, for the purposes of carrying out the terms of this agreement and the Financing Agreements, to take any and all appropriate action and to execute any and all agreements, documents, instruments of assignment, or other papers which CIT, in its discretion, deems necessary or advisable for the purpose of operating, controlling, assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to all Trademark Collateral, including, without limitation, the right to receive all proceeds therefrom, including without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable in connection therewith throughout the world, trademarks, trademark applications and/or registrations, service marks, domain names and licenses together with the goodwill of the business connected with or symbolized by such Trademark Collateral. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to CIT one (1) original of a Special Power of Attorney in the form of Exhibit A annexed hereto for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to CIT's exercise of the rights and remedies granted to CIT hereunder.

8. GOVERNING LAW; JURY WAIVER.

(a) The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) CIT AND GRANTOR DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS TRADEMARK SECURITY AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

9. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall have the same force and effect the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KBG-IP LLC

By: 
Name: Max M Mizrachi
Title: President

ACCEPTED AND ACKNOWLEDGED:

THE CIT GROUP/COMMERCIAL
SERVICES, INC.

By: Howard W Botwinick
Name: Howard W. Botwinick
Title: Director

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

GRANTOR: KBG-IP LLC

Citation	Jurisdiction	Status	Class	Application Number	Application Date	Registration Number	Registration Date	Owner Name
KHOMBU	USPTO	registered	25	74/089239	20-AUG- 1990	1661790	22-OCT- 2019	KBG- IP LLC
KHOMBU	USPTO	registered	25	78/977579	19-DEC- 2003	3172609	14-NOV- 2006	KBG- IP LLC

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

KBG-IP LLC, a New York limited liability company ("Grantor") hereby appoints and constitutes THE CIT GROUP/COMMERCIAL SERVICES, INC. with offices at 11 W. 42nd Street, New York NY 10036 ("CIT"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:


1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which CIT, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any Trademarks, as such term is defined in the Trademark Security Agreement, dated as of the date hereof, between Grantor and CIT (the "Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which CIT, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by CIT.

Dated: September 23, 2022

KBG-IP LLC

By:  _____
Name: Max M Mizrachi
Title: President