

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTOPIA TOWELS INC.		11/17/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CIT BANK, a division of FIRST-CITIZENS BANK & TRUST COMPANY, as Agent		
Street Address:	11 West 42nd Street		
Internal Address:	11th Floor		
City:	New York		
State/Country:	UNITED STATES		
Postal Code:	10036		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5906272	UTOPIA	
Registration Number:	6161092	UTOPIA	
Registration Number:	5185331	UTOPIA HOME	
Registration Number:	4529035	UTOPIA TOWELS	
Registration Number:	5511318	UTOPIA FITNESS	
Registration Number:	4529120	UTOPIA BEDDING	
Registration Number:	5011948	UTOPIA KITCHEN	
Registration Number:	5361777	NY THREADS	
Registration Number:	4542633	UTOPIA CARE	
Serial Number:	97586924	UTOPIA	
Serial Number:	97610982	UTOPIA HOME	
Serial Number:	97508580	KICHLY	
Serial Number:	97625231	UTOPIA FULFILLMENT	
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>			

OP \$340.00 5906272

Phone: 8007130755
Email: results-uccteam6@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125 #89970308
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jennifer Owens

SIGNATURE: /Jennifer Owens/

DATE SIGNED: 11/21/2022

Total Attachments: 7

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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):

UTOPIA TOWELS INC.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 17, 2022

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CIT BANK, a division of FIRST-CITIZENS BANK & TRUST COMPANY, as Agent

Street Address: 11 West 42nd Street, 11th Floor

City: New York

State: New York

Country: USA Zip: 10036

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Delaware

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
See Schedule I attached

B. Trademark Registration No.(s)
See Schedule I attached

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: Jennifer Owens

Internal Address: c/o Thompson Coburn Hahn & Hessen LLP

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Docket Number: _____

Email Address: jowens@thompsoncoburn.com

6. Total number of applications and registrations involved:

13

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

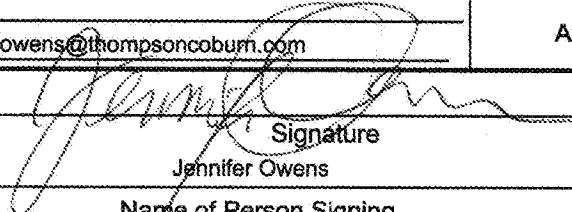
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Jennifer Owens
Name of Person Signing

November 21, 2022

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation of the information in Item 1 Trademark Recordation form cover sheet UTOPIA
TOWELS INC. (Additional conveying party)

UTOPIA FULFILLMENT INC.
A New York Corporation

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2022 by Utopia Towels Inc., a New York corporation and Utopia Fulfillment Inc., a New York corporation (each, a “Grantor” and collectively, the “Grantors”), in favor of CIT BANK, a division of FIRST-CITIZENS BANK & TRUST COMPANY, in its capacity as Agent for Lenders (“Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of the date hereof by and among Grantors, the other Persons named therein as Obligors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Lenders have agreed to make the Loans and to incur Letter of Credit Liabilities for the benefit of Grantors and the other Obligors;

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Secured Parties, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1.1 of the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby grants to Agent, on behalf of itself and Secured Parties, 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” but excluding, in any event, any Excluded Property):

(a) all of its trademarks and trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions 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 any 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 any trademark licensed under any trademark License.

3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW.

THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

5. 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 telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile 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 this page.]

IN WITNESS WHEREOF, each 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.

UTOPIA TOWELS INC.

By: Jabran
Name: Jabran Niaz
Title: President

UTOPIA FULFILLMENT INC.

By: Jabran
Name: Jabran Niaz
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**CIT BANK, a division of
FIRST-CITIZENS BANK &
TRUST COMPANY, as Agent**

By: _____
Name:
Title:

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, each 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.

UTOPIA TOWELS INC.

By: _____
Name:
Title:

UTOPIA FULFILLMENT INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**CIT BANK, a division of
FIRST-CITIZENS BANK &
TRUST COMPANY, as Agent**

By:  _____
Name: Zachary Schwartz
Title: Director

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS (with Application/Registration numbers, as applicable)

Grantor	Trademark	Country	Reg. No.	Reg. Date
Utopia Towels Inc.	UTOPIA	USA	5906272	November 12, 2019
Utopia Towels Inc.	UTOPIA	USA	6161092	September 29, 2020
Utopia Towels Inc.	UTOPIA HOME	USA	5185331	April 18, 2017
Utopia Towels Inc.	UTOPIA TOWELS	USA	4529035	May 13, 2014
Utopia Towels Inc.	UTOPIA FITNESS	USA	5511318	July 10, 2018
Utopia Towels Inc.	UTOPIA BEDDING	USA	4529120	May 13, 2014
Utopia Towels Inc.	UTOPIA KITCHEN	USA	5011948	August 2, 2016
Utopia Towels Inc.	NY THREADS	USA	5361777	December 19, 2017
Utopia Towels Inc.	UTOPIA CARE	USA	4542633	June 3, 2014

TRADEMARK APPLICATIONS

Grantor	Trademark	Country	Application No.	Filing Date
Utopia Towels Inc.	UTOPIA	USA	97586924	September 12, 2022
Utopia Towels Inc.	UTOPIA HOME	USA	97610982	September 28, 2022
Utopia Towels Inc.	KICHLY	USA	97508580	July 18, 2022
Utopia Fulfillment Inc.	UTOPIA FULFILLMENT	USA	97625231	October 10, 2022

TRADEMARK LICENSES

None.