

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM764023

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	DISCOUNT FACTORING AGREEMENT (GRANT OF SECURITY INTEREST IN TRADEMARKS)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JOHN ELLIOTT, LLC	FORMERLY GRAY VISION, LLC	12/10/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HILLDUN CORPORATION		
<b>Street Address:</b>	36 East 31st Street		
<b>Internal Address:</b>	Floor 12		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5104675	JOHN ELLIOTT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>			
<b>Phone:</b>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew P. Hintz, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	15948.1		
<b>NAME OF SUBMITTER:</b>	Matthew P. Hintz, Esq.		
<b>SIGNATURE:</b>	/Matthew P. Hintz/		
<b>DATE SIGNED:</b>	10/27/2022		
<b>Total Attachments: 14</b>			
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source=John Elliott, LLC to Hilldun Corporation Discount Factoring Agreement#page14.tif

DISCOUNT FACTORING AGREEMENT

Dated: October 25, 2018  
New York, NY

Hilldun Corporation  
225 West 35th Street  
New York, NY 10001

John Elliott, LLC  
4505 West Jefferson Blvd Ste 106  
Los Angeles, CA 90016

**THIS FACTORING AGREEMENT** is entered into between **JOHN ELLIOTT, LLC**, a California limited liability company ("Client"), and **HILLDUN CORPORATION**, a New York factoring corporation ("Hilldun"). Client hereby requests Hilldun to act as Client's sole factor upon the following terms and conditions, namely:

[REDACTED]

[REDACTED]



[REDACTED]

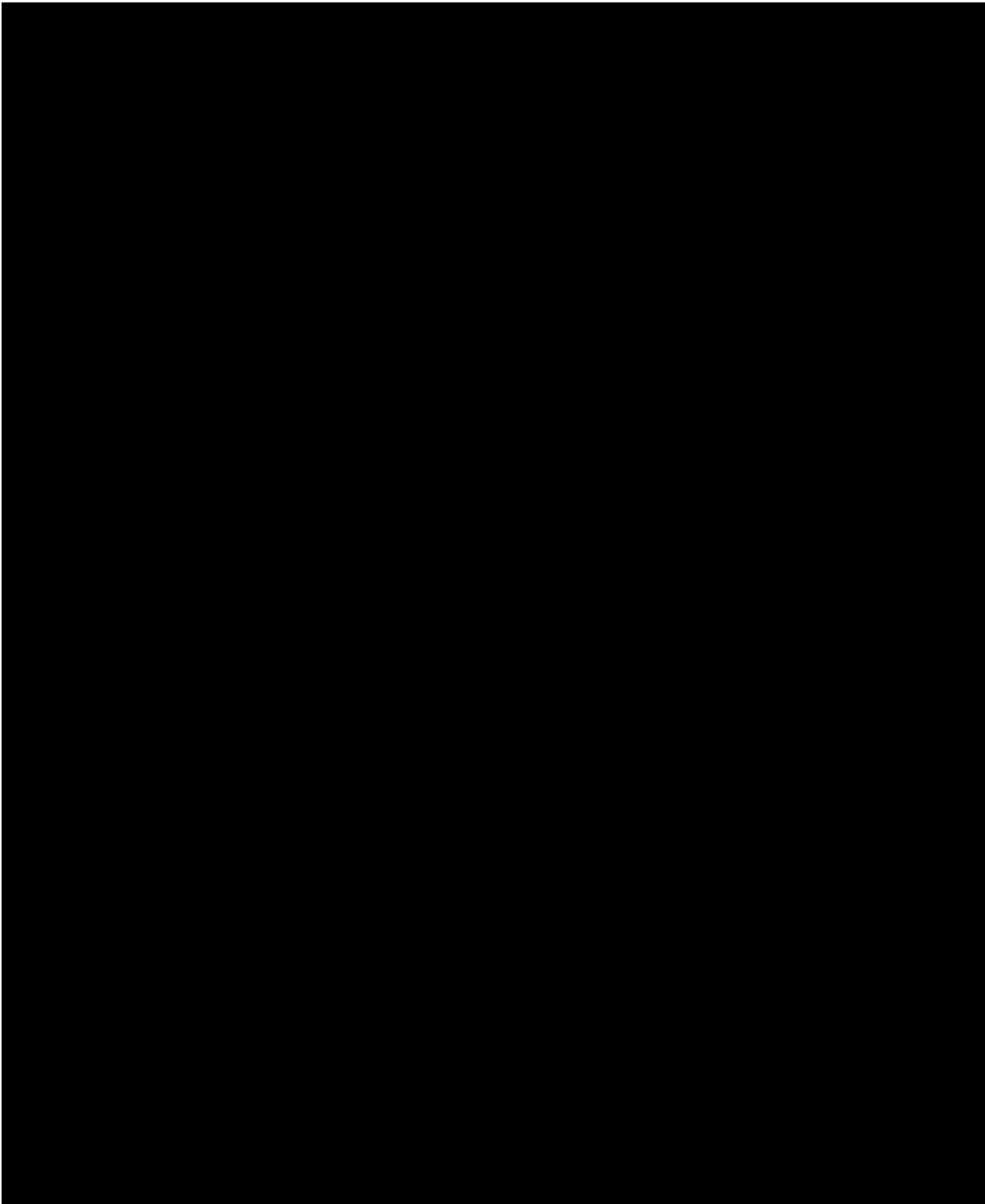
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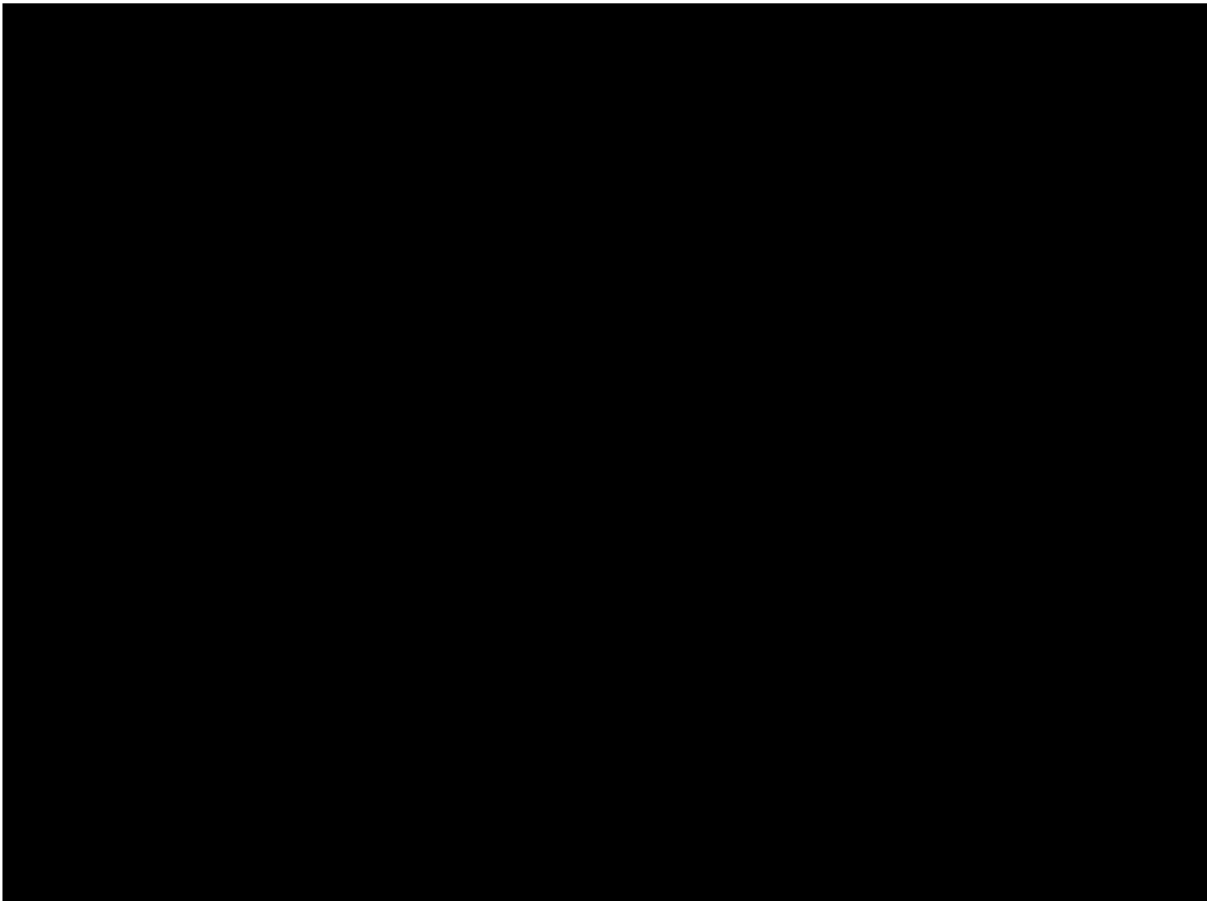
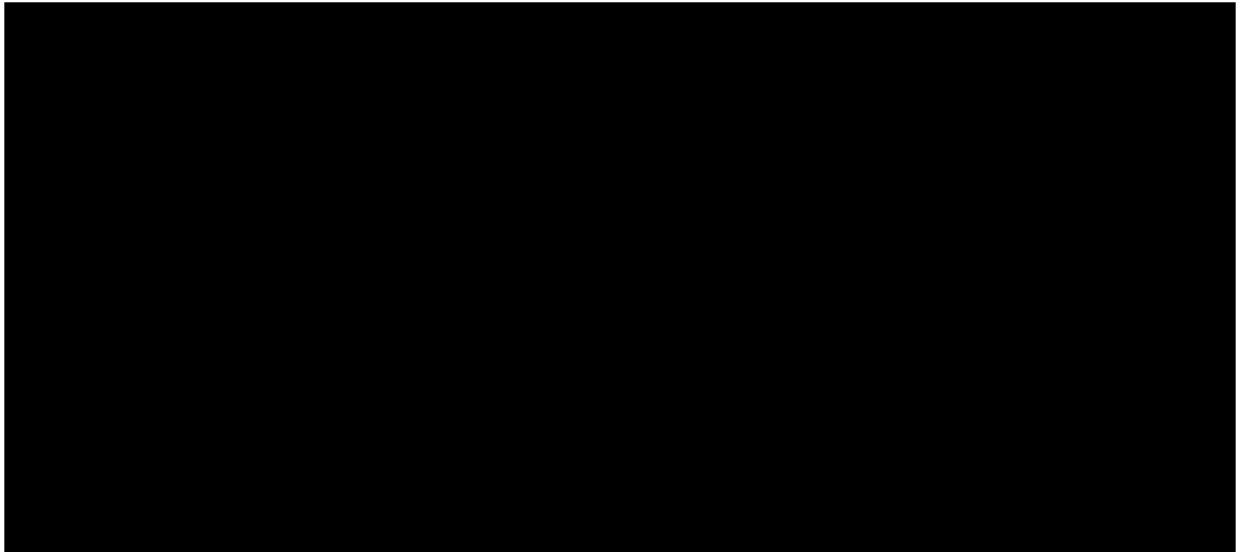
  

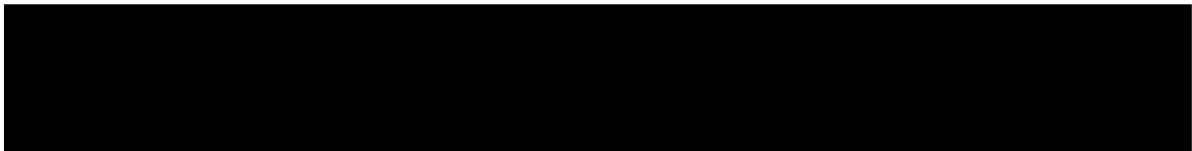
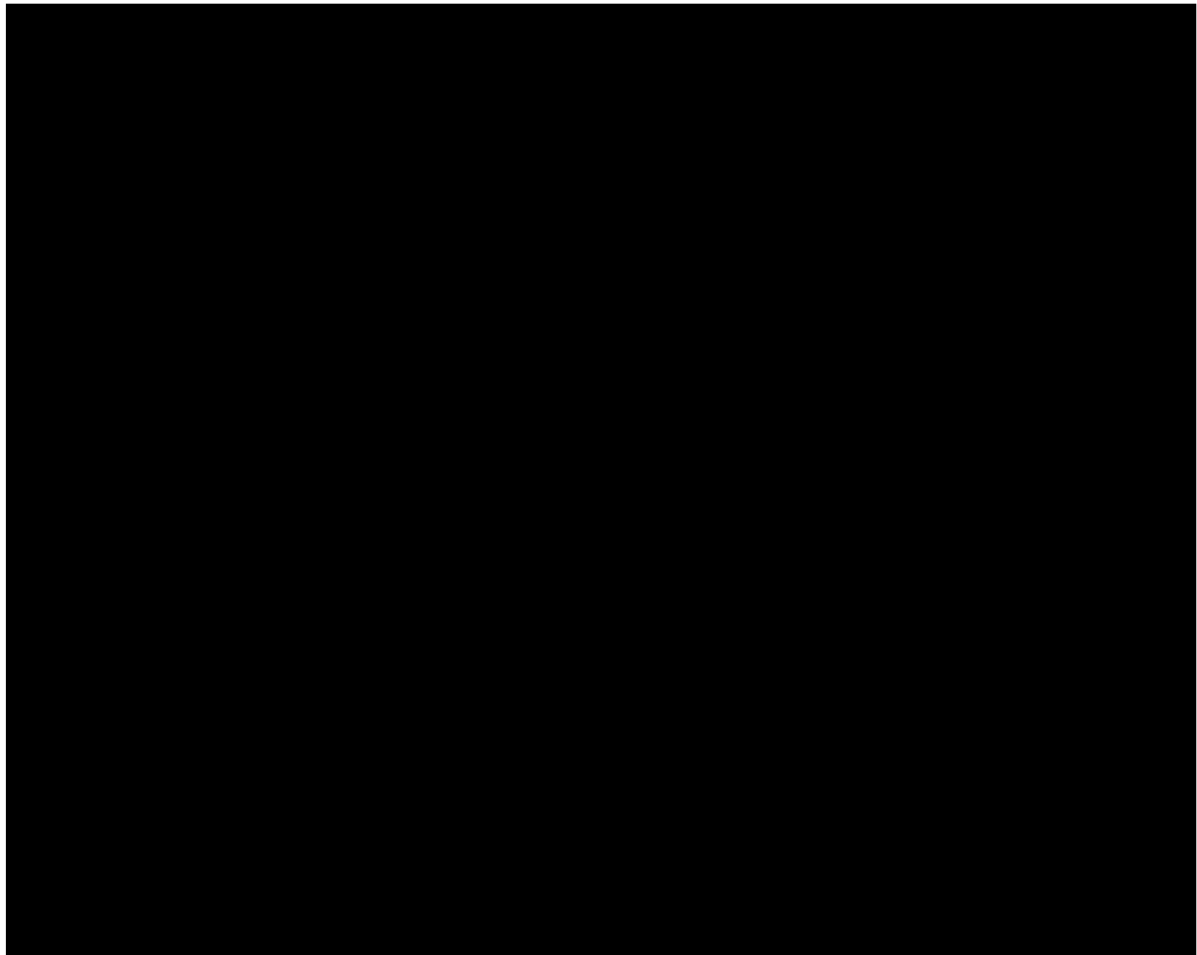

### 2.3 POWER OF ATTORNEY

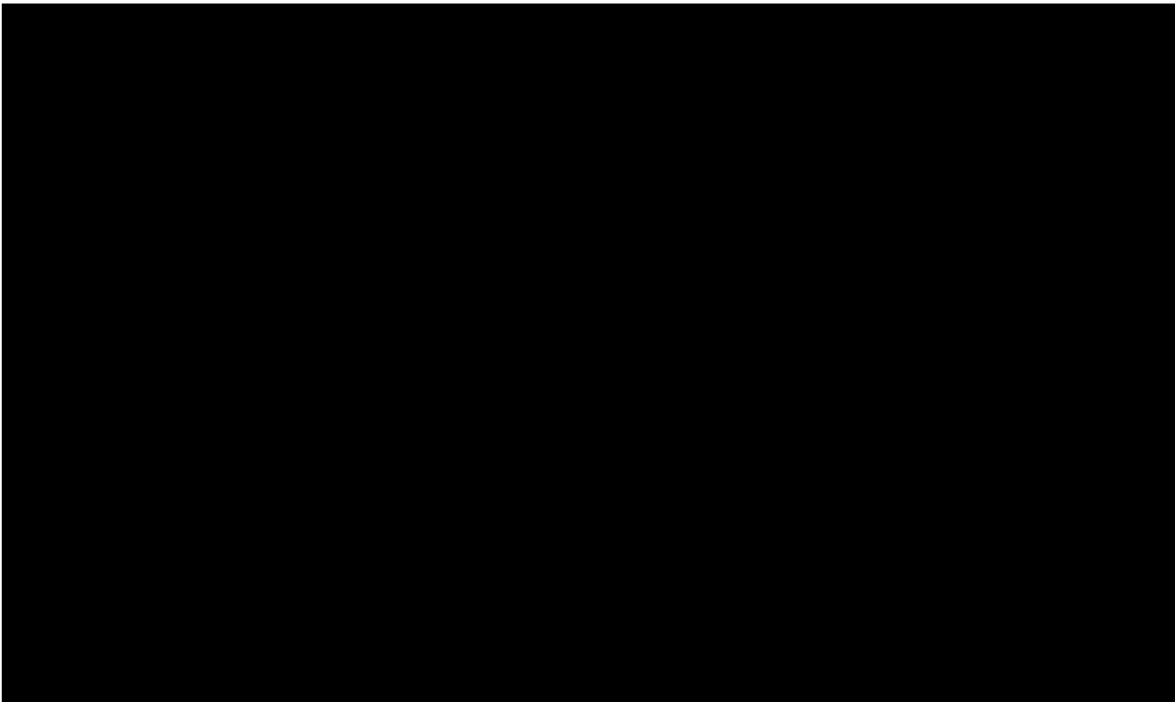
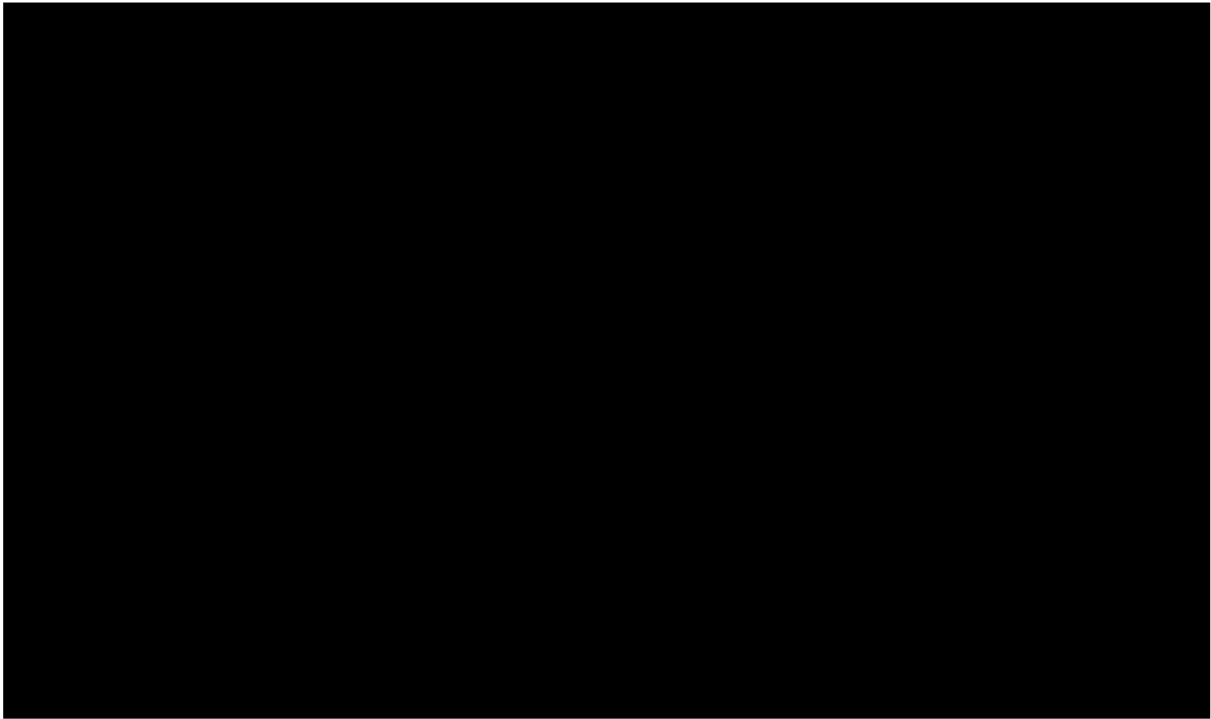
With respect to Receivables purchased by Hildun, Client appoints Hildun or Hildun's designee, including the Re-Factor, as Client's attorney-in-fact: to endorse Client's name on any checks including, without limitation, checks from Client's customers, notes, acceptances, money orders, drafts or other forms of payment or security that may come into Hildun's possession or the possession of the Re-Factor; and to sign Client's name on and/or file in any public office or otherwise any invoice or bill of lading relating to any Receivables purchased by Hildun and on drafts against customers, schedules and assignments for such Receivables, notices of assignment, financing statements and other public records, verifications of accounts and notices to customers and to direct all mail to be delivered to Hildun's office with full authority to open same and effectuate Hildun's rights under this Agreement. Client ratifies and approves all acts of the attorney-in-fact in accordance with this Agreement. This power, being coupled with an interest, is irrevocable until all Obligations (as hereinafter defined) have been fully satisfied.

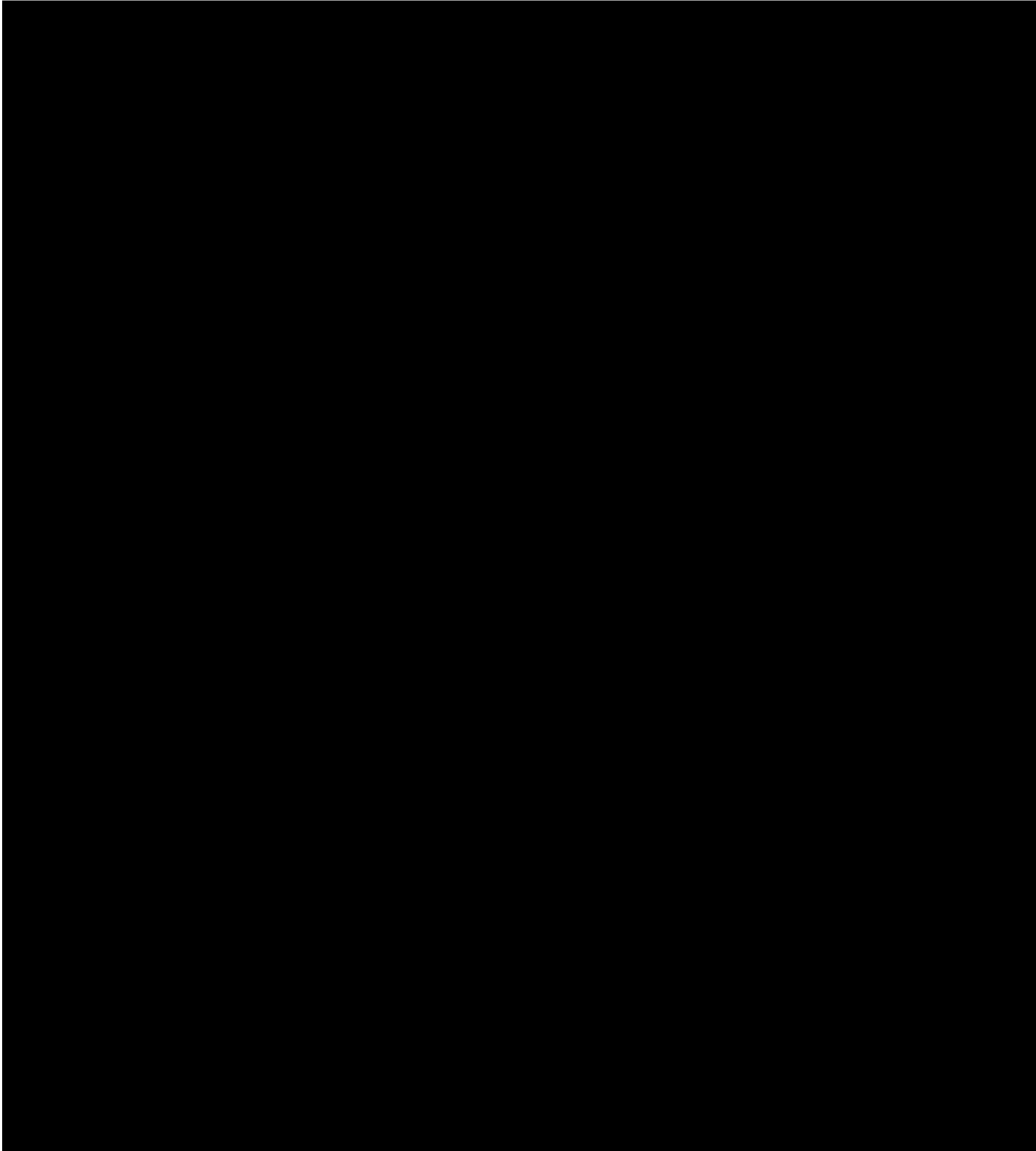













**9. SECURITY INTERESTS IN COLLATERAL TO SECURE OBLIGATIONS**

a. As security for all Obligations at any time owing by Client to Hilldun, Client hereby assigns to Hilldun and grants to Hilldun a security interest in and lien upon all present and future assets of the undersigned, whether now owned or hereafter acquired, wherever located, and all the direct and indirect proceeds thereof, including but not limited to (i) all Client's accounts, instruments, contract rights, chattel paper, documents, general intangibles (including without limitation all trademarks), and all returned, reclaimed or repossessed goods, and all books and records pertaining to the foregoing, and (ii) all inventory including without limitation all materials, finished goods and work in process. Client hereby authorizes and ratifies any and all Uniform Commercial Code filings by Hilldun with respect to any of Client's assets. As further security for said Obligations Client grants Hilldun a security interest in and lien upon, and Hilldun shall be entitled to hold and retain possession of, all sums standing to Client's credit with Hilldun and all Client's property of any kind at any time in Hilldun's possession. As used in this Agreement, the term "Obligations" means and includes, all loans, advances, debts, liabilities, obligations, debit balances, covenants and duties, of every kind and description, owing by Client to Hilldun, under this Agreement or otherwise (whether or not evidenced by any note or other instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, without limitation, any debt, liability or obligation owing from Client to others which Hilldun may have obtained by assignment or otherwise, and further including, without limitation, all letters of guarantee or credit opened by Hilldun, all advances and over-advances at any time made by Hilldun to or for Client and irrespective of the amount, if any, of any collateral therefor or percentage advance referred to in paragraph 6(b) above, all other financial accommodations made by Hilldun to or for Client and all interest, fees, charges, expenses and reasonable attorneys' fees for which Client are obligated hereunder.

b. Client shall execute and deliver to Hilldun all financing statements and other documents and

instruments that Hilldun and/or the Re-Factor may request to perfect, protect, or establish the security interest(s). Recourse to security shall not be required and Client shall at all times remain liable for the repayment on demand of all Client's indebtedness arising hereunder and for all Obligations.



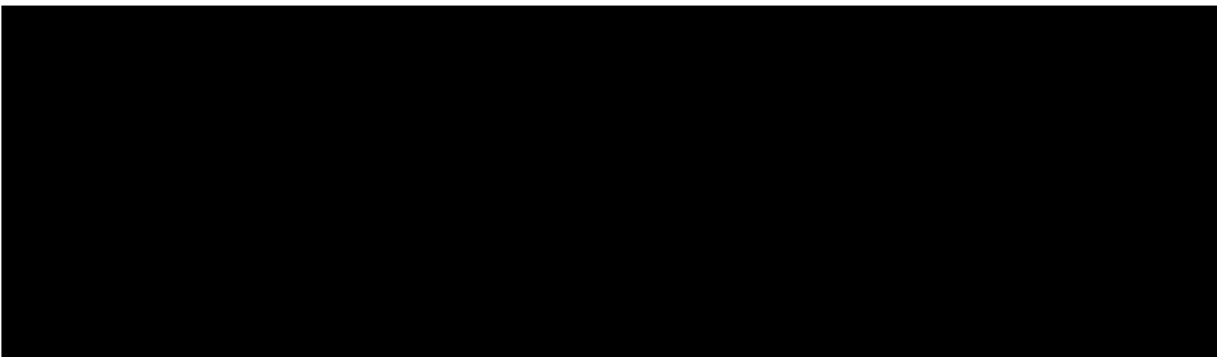
### **13. RIGHTS IN SECURED PROPERTY**

Subject to all of Hilldun's rights in this Agreement, if Client shall fail to pay, when due, any Obligation owing from Client to Hilldun or to make any remittance required by this Agreement, or commit any breach of this Agreement or any present or future supplement thereto, or any other agreement between Client, or upon the occurrence of an event of default listed in Paragraph 14 hereof, Hilldun and/or the Re-Factor shall have, with respect to all property in which Hilldun and/or the Re-Factor have a security interest and in addition to all other rights provided herein, all the rights and remedies of a secured party under the Uniform Commercial Code. Hilldun and/or the Re-Factor may, without demand and without advertisement or notice, all of which Client waives (except as may be required by law), at any time or times, sell and deliver any or all security and collateral held by or for Hilldun at public or private sale, for cash, upon credit or otherwise, at such prices and upon such terms as Hilldun deems advisable, in Hilldun's sole discretion. Any requirement of reasonable notice shall be met if such notice is mailed postage prepaid to Client at Client's address as set forth herein at least ten (10) days before the time of sale or other disposition. Hilldun and/or the Re-Factor may be the purchaser at any such sale, if it is public, free from any right of redemption, which to the extent permitted by applicable law Client also waives. Proceeds of sale shall be applied first to all costs and expenses of sale, including the reasonable and documented fees and disbursements of Hilldun's counsel and/or counsel to the Re-Factor, and second to the payment (in whatever order Hilldun elects) of all Obligations. Hilldun will return any excess to Client, and Client shall remain liable to Hilldun for any deficiency.

**14. TERM OF AGREEMENT; TERMINATION; DEFAULT**

a. This Agreement shall continue in effect until terminated as hereinafter provided. Hilldun shall have the right to terminate this Agreement at any time following the occurrence and during the continuation of an event of default listed in Paragraph 14 hereof upon written notice to Client. Client and Hilldun shall have the right to terminate this Agreement any time at the end of the then next succeeding Contract Half upon written notice received by Hilldun or Client during the Contract Half preceding the Contract Half specified in such notice. Any notice of termination shall be given by registered or certified mail, return receipt requested. An event of default shall be deemed to have occurred under this Agreement in the event that Client shall fail to pay when due any Obligation, or shall commit any breach of this Agreement as amended or supplemented which is not cured within ten (10) business days, provided such breach is subject of cure and Hilldun shall experience no material detriment as a result of any such delay, or any other agreement between Hilldun and Client; or if any event shall occur which might have a material adverse effect on Client's financial or business condition, operations or prospects, any of the foregoing circumstances in this sentence constitutes an event of default.

b. Upon the effective date of termination, all of Client's Obligations, whether incurred under this Agreement or any amendment or supplement thereto or otherwise, shall become immediately due and payable without notice or demand. Notwithstanding any termination, until all Client's Obligations of every nature whatsoever shall have been fully paid and satisfied, Hilldun and/or the Re-Factor shall retain a security interest in and title to all existing and future Receivables and other collateral held by Hilldun and/or the Re-Factor hereunder, and Client shall continue to assign Receivables to Hilldun and/or the Re-Factor and turn over all collections to Hilldun and/or the Re-Factor, and Hilldun shall be under no obligation to make any advances with respect thereto. Upon the effective date of termination, all credit approvals are revoked, except for Receivables with respect to which goods have been delivered or services rendered. If at any time after the termination of this Agreement, an event occurs (including without limitation any claim against Hilldun on the grounds of preference) which would, but for the termination of this Agreement, result in the creation of an Obligation to Hilldun from Client, then, notwithstanding the prior termination of this Agreement, Client shall be obligated to Hilldun with respect to such Obligation as if such termination shall not have occurred, and all of Hilldun's rights, including without limitation all of Hilldun's security interests, under this Agreement and all related Guaranties, shall continue with respect to such Obligation until all such Obligations to Hilldun shall have been satisfied in full.



[REDACTED]

**16. APPLICABLE LAW; JURISDICTION; VENUE; NOTICES; WAIVER OF JURY TRIAL**

a. This Agreement is made in the State of New York and shall be governed by and construed in accordance with the laws of said State, without regard to conflict of laws and principles.

b. Each of the parties to this Agreement hereto agrees that all actions and proceedings based upon, or arising out of or relating to this Agreement and the transactions herein contemplated shall be litigated exclusively in the Supreme Court of the State of New York, in the County of New York or to the jurisdiction of the United States District Court for the Southern District of New York. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process in any such controversy, and hereby agrees that such service may be made by registered or certified mail to the other party at the address appearing herein; failure on the part of either party to appear or answer within thirty (30) days after such mailing shall constitute a default entitling the other party to enter a judgment or order as demanded.

c. No failure or delay by Hilldun in exercising any of its powers or rights hereunder, or under any present or future supplement hereto or under any other agreement between Client, shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Hilldun's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Hilldun may have. This Agreement may only be modified in writing signed by the party sought to be charged therewith and no waiver by Hilldun will be effective unless in writing and signed by Hilldun and then only to the extent specifically stated.

[REDACTED]

d. Hilldun shall have the right to assign this Agreement and all of Hilldun's rights hereunder shall inure to the benefit of Hilldun's successors and assigns. Client shall have the right to assign this Agreement only with Hilldun's prior written consent. This Agreement shall inure to the benefit of Hilldun's successors and assigns and our permitted assigns and shall bind Client's respective successors and assigns. This Agreement constitutes the entire agreement between Client and Hilldun with respect to the subject matter hereof.

e. CLIENT AND HILLDUN DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING.

[REDACTED]

[REDACTED]



**19. EXECUTION**

a. This Discount Factoring Agreement, when signed by a party and delivered to the other party by fax, PDF copy, or other electronic means, shall be deemed executed and delivered and shall be deemed to be a document containing the original signature(s) of the transmitting party and shall be fully enforceable against the transmitting party. If reasonably requested, each party shall provide the other party with a copy of this Contract bearing the original signature(s) of the party upon whom such request has been made.

b. By signing below, Client is presenting this Agreement to Hilldun for acceptance. It is understood and agreed that this Agreement shall not be effective until accepted by Hilldun, by Hilldun's signing of same, in the State of New York.

**20. LIMITED LIABILITY COMPANY**

Anything contained herein to the contrary notwithstanding, Client is a Limited Liability Company and any references to corporation, board of directors or officers shall be deemed to refer to limited liability company, members and/or managers as appropriate.

JOHN ELLIOTT, LLC

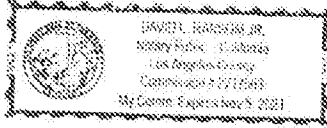
By: [Signature]  
Aaron Lavee  
Manager & Member

By: [Signature]  
John Elliott  
Manager & Member

STATE OF California )  
COUNTY OF Los Angeles ) ss.:

On the 10<sup>th</sup> day of December in the year 2018 before me, the undersigned, personally appeared Aaron Lavee, ~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument in Los Angeles, California [city, state].

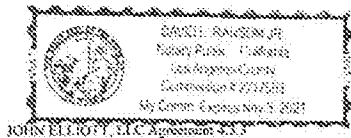
[Signature]  
Notary Public



STATE OF California )  
COUNTY OF Los Angeles ) ss.:

On the 10<sup>th</sup> day of December in the year 2018 before me, the undersigned, personally appeared John Elliott, ~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument in Los Angeles, California [city, state].

[Signature]  
Notary Public



JOHN ELLIOTT, LLC Agreement 4.1.1

ACCEPTED:

HILLDUN CORPORATION

By: 

Joshua W. Kapelman  
Executive Vice President, Secretary