

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795385

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900756338		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ellis Brooklyn LLC		03/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Steel Funding, LLC		
Street Address:	305 East 85th Street,		
Internal Address:	#10D		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10028		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4702777	ELLIS BROOKLYN	
Registration Number:	5244724	ELLIS BROOKLYN	
Registration Number:	5434425	ELLIS BROOKLYN RIVES	
Registration Number:	5504927	ELLIS BROOKLYN FAWN	
Registration Number:	5373140	ELLIS BROOKLYN RAVEN	
Registration Number:	5241601	ELLIS BROOKLYN RROSE	
Registration Number:	5668076	ELLIS BROOKLYN MYTH	
Registration Number:	5037773	ELLIS BROOKLYN VERB	
Registration Number:	5037772	ELLIS BROOKLYN PSEUDONYM	
Registration Number:	5551590	ELLIS BROOKLYN SCI FI	
Registration Number:	5846458	ELLIS BROOKLYN SUPEREGO	
Registration Number:	5846459	SUPEREGO	
Registration Number:	5835893	HYDRAPARFUM	
Registration Number:	5910068	ELLIS BROOKLYN WEST	
Registration Number:	6186354	ELLIS BROOKLYN SALT	
Registration Number:	6541092	ELLIS BROOKLYN BEE	
Serial Number:	90793737	ELLIS BROOKLYN APRÈS	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	97009241	ELLIS BROOKLYN SUN FRUIT
Serial Number:	97050240	ELLIS BROOKLYN FABLE
Serial Number:	97507818	ELLIS BROOKLYN VANILLA MILK
Serial Number:	97575581	ELLIS BROOKLYN FLORIST
Serial Number:	97637597	ELLIS BROOKLYN SUN
Serial Number:	97637602	ELLIS BROOKLYN SAND
Serial Number:	97637608	ELLIS BROOKLYN SEA

CORRESPONDENCE DATA

Fax Number:

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: 2126834120

Email: luis.rodriquez@unitedcorporate.com

Correspondent Name: Ethan Schlusssel, Esq.

Address Line 1: 1211 Avenue of the Americas

Address Line 2: c/o Zeichner Ellman & Krause LLP

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Ethan Schlusssel, Esq.
SIGNATURE:	/Ethan Schlusssel, Esq./
DATE SIGNED:	03/17/2023

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Patent and Trademark Security Agreement*”), dated as of March 7, 2023 is made by **ELLIS BROOKLYN LLC**, a Delaware limited liability company having an address at 11 Forest Street, Suite 300, New Canaan, CT 06840 (the “*Grantor*”), in favor of **STEEL FUNDING, LLC** (including any successor, participant, assignee or transferee thereof (the “*Secured Party*”).

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated as of the date hereof (as it may be amended, modified, restated, supplemented from time to time, the “*Loan Agreement*”), with the Secured Party, as a lender;

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent and 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 the Secured Party as follows:

1. **Grant of Security.** The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Collateral*”):

(a) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all patented technology and know-how, and (v) all of the Grantor’s rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(v) in this Section 1(a) are sometimes hereinafter referred to individually and/or collectively referred to as the “*Patents*”);

(b) the trademark registrations and applications set forth in Schedule 1 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;

(c) 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;

(d) any and all Accounts, General Intangibles, royalties, fees, income, payments and all other proceeds and products now or hereafter due or payable with respect to any and all of the foregoing; and

(e) 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 in the Patent and/or Trademark Office and any other government officials to record and register this Patent and Trademark Security Agreement upon request by the Secured Party.

3. **Loan Documents.** This Patent and 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 Secured Party with respect to the Collateral are as provided by the Loan Agreement, and related documents, and nothing in this Patent and Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Termination.** Upon payment and performance in full of all obligations set forth in the Loan Agreement, the security interests created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including termination of this Patent and Trademark Security Agreement by written notice from Secured Party to the United States Patent and Trademark Office (collectively, "**Termination Documents**"). If Secured Party fails or refuses to execute the Termination Documents within thirty (30) days of written notice from Grantor requesting such Termination Documents, Secured Party hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the Grantor is hereby irrevocably appointed Secured Party's attorney-in-fact with full authority to execute any Termination Documents requested by Grantor, and to perform all other acts necessary to evidence termination of this Agreement.

5. **Defined Terms.** Any term used herein but otherwise not defined shall have the meaning set forth in §9-102 of the Uniform Commercial Code.

6. **Execution in Counterparts.** This Patent and 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 Patent and Trademark Security Agreement in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

7. **Successors and Assigns.** This Patent and Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Governing Law.** This Patent and 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 Patent and 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 Patent and Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR: **ELLIS BROOKLYN LLC**, a Delaware limited liability company

DocuSigned by:
Bee-Shyuan Shapiro
By: _____
48EFA338EDED496...
Name: Bee-Shyuan Shapiro
Title: CEO

Agreed to and accepted:

STEEL FUNDING, LLC
a Delaware limited liability company,
as Secured Party

By: Steel Capital Management, LLC, its managing member

DocuSigned by:
Michael Hoffman
By: _____
171A5454CB694EB...
Name: Michael Hoffman
Title: Co-CEO

DocuSigned by:
Marc Sehgal
By: _____
7FC9BDF6BFEE44E...
Name: Marc Sehgal
Title: Co-CEO

SCHEDULE 1
PATENT AND TRADEMARK REGISTRATIONS AND APPLICATIONS

Patents:

<u>Description</u>	<u>Patent Application</u>
N/A	N/A

Trademarks:

Case Number	Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
ELBRO.001T	US	ELLIS BROOKLYN	Registered	86/287183	21-May-2014	4702777	17-Mar-2015
ELBRO.002T	US	ELLIS BROOKLYN	Registered	87/246603	23-Nov-2016	5244724	18-Jul-2017
ELBRO.003T	US	ELLIS BROOKLYN RIVES	Registered	87/310160	23-Jan-2017	5434425	27-Mar-2018
ELBRO.004T	US	ELLIS BROOKLYN FAWN	Registered	87/635019	05-Oct-2017	5504927	26-Jun-2018
ELBRO.005T	US	ELLIS BROOKLYN RAVEN	Registered	87/310200	23-Jan-2017	5373140	09-Jan-2018
ELBRO.006T	US	ELLIS BROOKLYN RROSE	Registered	87/310105	23-Jan-2017	5241601	11-Jul-2017
ELBRO.007T	US	ELLIS BROOKLYN MYTH	Registered	87/247371	23-Nov-2016	5668076	05-Feb-2019
ELBRO.008T	US	ELLIS BROOKLYN VERB	Registered	86/717554	06-Aug-2015	5037773	06-Sep-2016
ELBRO.009T	US	ELLIS BROOKLYN PSEUDONYM	Registered	86/717542	06-Aug-2015	5037772	06-Sep-2016
ELBRO.010T	US	ELLIS BROOKLYN SCI FI	Registered	87/310141	23-Jan-2017	5551590	28-Aug-2018
ELBRO.012T	US	ELLIS BROOKLYN SUPEREGO	Registered	87/893391	25-Apr-2018	5846458	27-Aug-2019
ELBRO.013T	US	SUPEREGO	Registered	87/893409	25-Apr-2018	5846459	27-Aug-2019
ELBRO.014T	US	HYDRAPARFUM	Registered	87/953481	07-Jun-2018	5835893	13-Aug-2019
ELBRO.016T	US	ELLIS BROOKLYN WEST	Registered	88/175460	30-Oct-2018	5910068	12-Nov-2019
ELBRO.021T	US	ELLIS BROOKLYN SALT	Registered	88/610025	09-Sep-2019	6186354	27-Oct-2020
ELBRO.025T	US	ELLIS BROOKLYN BEE	Registered	90/155172	02-Sep-2020	6541092	26-Oct-2021

Case Number	Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
ELBRO.030T	US	ELLIS BROOKLYN APRÈS	Pending	90/793737	24-Jun-2021		
ELBRO.031T	US	ELLIS BROOKLYN SUN FRUIT	Allowed	97/009241	02-Sep-2021		
ELBRO.032T	US	ELLIS BROOKLYN FABLE	Pending	97/050240	28-Sep-2021		
ELBRO.035T	US	ELLIS BROOKLYN VANILLA MILK	Pending	97/507818	18-Jul-2022		
ELBRO.036T	US	ELLIS BROOKLYN FLORIST	Pending	97/575581	01-Sep-2022		
ELBRO.037T	US	ELLIS BROOKLYN SUN	Pending	97/637597	18-Oct-2022		
ELBRO.038T	US	ELLIS BROOKLYN SAND	Pending	97/637602	18-Oct-2022		
ELBRO.039T	US	ELLIS BROOKLYN SEA	Pending	97/637608	18-Oct-2022		

[Schedule 1 – Patent and Trademark Security Agreement]

SCHEDULE 1
PATENT AND TRADEMARK REGISTRATIONS AND APPLICATIONS

Patents:

<u>Description</u>	<u>Patent Application</u>
N/A	N/A

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ELBRO.003T	US	ELLIS BROOKLYN RIVES	Registered	87/310160	23-Jan-2017	5434425	27-Mar-2018
ELBRO.004T	US	ELLIS BROOKLYN FAWN	Registered	87/635019	05-Oct-2017	5504927	26-Jun-2018
ELBRO.005T	US	ELLIS BROOKLYN RAVEN	Registered	87/310200	23-Jan-2017	5373140	09-Jan-2018
ELBRO.006T	US	ELLIS BROOKLYN RROSE	Registered	87/310105	23-Jan-2017	5241601	11-Jul-2017
ELBRO.007T	US	ELLIS BROOKLYN MYTH	Registered	87/247371	23-Nov-2016	5668076	05-Feb-2019
ELBRO.008T	US	ELLIS BROOKLYN VERB	Registered	86/717554	06-Aug-2015	5037773	06-Sep-2016
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ELBRO.010T	US	ELLIS BROOKLYN SCI FI	Registered	87/310141	23-Jan-2017	5551590	28-Aug-2018
ELBRO.012T	US	ELLIS BROOKLYN SUPEREGO	Registered	87/893391	25-Apr-2018	5846458	27-Aug-2019
ELBRO.013T	US	SUPEREGO	Registered	87/893409	25-Apr-2018	5846459	27-Aug-2019
ELBRO.014T	US	HYDRAPARFUM	Registered	87/953481	07-Jun-2018	5835893	13-Aug-2019
ELBRO.016T	US	ELLIS BROOKLYN WEST	Registered	88/175460	30-Oct-2018	5910068	12-Nov-2019
ELBRO.021T	US	ELLIS BROOKLYN SALT	Registered	88/610025	09-Sep-2019	6186354	27-Oct-2020
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Case Number	Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
ELBRO.030T	US	ELLIS BROOKLYN APRÈS	Pending	90/793737	24-Jun-2021		
ELBRO.031T	US	ELLIS BROOKLYN SUN FRUIT	Allowed	97/009241	02-Sep-2021		
ELBRO.032T	US	ELLIS BROOKLYN FABLE	Pending	97/050240	28-Sep-2021		
ELBRO.035T	US	ELLIS BROOKLYN VANILLA MILK	Pending	97/507818	18-Jul-2022		
ELBRO.036T	US	ELLIS BROOKLYN FLORIST	Pending	97/575581	01-Sep-2022		
ELBRO.037T	US	ELLIS BROOKLYN SUN	Pending	97/637597	18-Oct-2022		
ELBRO.038T	US	ELLIS BROOKLYN SAND	Pending	97/637602	18-Oct-2022		
ELBRO.039T	US	ELLIS BROOKLYN SEA	Pending	97/637608	18-Oct-2022		

[Schedule 1 – Patent and Trademark Security Agreement]