

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822006

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900781251		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITA FEDE LLC	FORMERLY MCO GLOBAL, LLC	06/23/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HILLDUN CORPORATION		
Street Address:	36 East 31st Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6119627	V	
Registration Number:	6119626	VITA FEDE	
Registration Number:	5098177		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	9735972500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	15948.1		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz/		
DATE SIGNED:	07/05/2023		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 9, 2023, by and between VITA FEDE LLC, a California limited liability company (formerly known as MCO Global, LLC) ("Grantor") and HILLDUN CORPORATION, a New York corporation (together with its successors and assigns, "Secured Party").

WHEREAS, pursuant to that certain Discount Factoring Agreement dated as of October 22, 2009 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Discount Factoring Agreement") by Grantor and Secured Party, Secured Party agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Secured Party has made financial accommodations to Grantor as provided for in the Discount Factoring Agreement, but only upon the condition, among others, that Grantor assigned and granted to Secured Party a security interest in and lien upon all present and future general intangibles, including without limitation, all trademarks (among other things); and

WHEREAS, pursuant to the Discount Factoring Agreement, Grantor is required to execute and deliver to Secured Party documents to perfect, protect, or establish the security interests.

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 Discount Factoring Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants, a continuing first priority security interest in 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 such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. DISCOUNT FACTORING AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party, pursuant to the Discount Factoring Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Discount Factoring Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's Obligations under this Section 5, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Remainder of page intentionally left blank signature page follows.]

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.

GRANTOR:

VITA FEDE LLC,
a California limited liability company

DocuSigned by:



By: _____
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Name: Joshua K. Kapelman

Title: Authorized Signatory

Date: 6/23/2023

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Country	Filing Date	Serial No.	Registration Date	Registration No.	Registrant
	USA	October 5, 2018	88144718	August 4, 2020	6119627	Vita Fede LLC
VITA FEDE	USA	October 5, 2018	88144699	August 4, 2020	6119626	Vita Fede LLC
 (design only)	USA	February 19, 2015	86539743	December 13, 2016	5098177	Vita Fede LLC

Schedule 1 to Trademark Security Agreement

RECORDED: 06/23/2023

TRADEMARK
REEL: 008121 FRAME: 0309