

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAJOR MAJOR, LLC		07/05/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	ISRAEL DISCOUNT BANK OF NEW YORK, as Administrative Agent		
Street Address:	1114 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3317938	R & K ORIGINALS	
Registration Number:	3731352	MADISON LEIGH	
Registration Number:	3717712	CHETTA B	
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:	212-238-3244		
Email:	jtelesford@emmetmarvin.com		
Correspondent Name:	Emmet, Marvin & Martin LLP		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	Janelle Telesford, Paralegal		
Address Line 4:	New York, NEW YORK 10271		
NAME OF SUBMITTER:	Janelle Telesford		
SIGNATURE:	/Janelle Telesford/		
DATE SIGNED:	08/03/2023		
Total Attachments: 4			
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GRANT OF SECURITY INTEREST (TRADEMARKS)

Dated as of: July 5, 2023

The undersigned, **MAJOR MAJOR, LLC**, a New York limited liability company (the "Grantor"), is obligated to **ISRAEL DISCOUNT BANK OF NEW YORK**, as Administrative Agent (in such capacity, the "Secured Party"), and the lenders from time to time party to the Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among **S. ROTHSCHILD & CO., INC.** (the "Borrower"), the Grantor, the other Loan Parties party thereto, the Lenders party thereto and the Secured Party, and pursuant to which the Grantor has entered into the Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the Borrower, the other Loan Parties from time to time party thereto and the Secured Party. Capitalized terms used herein and not defined shall have the meanings assigned thereto in the Loan Agreement.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 1114 Avenue of the Americas, New York, New York 10036.

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IN WITNESS WHEREOF, the undersigned has caused this Security Interest (Trademarks) to be duly executed on its behalf as of the date and year first written above.

MAJOR MAJOR, LLC

By: S. Rothschild & Co., Inc.

By: 

Name: Mark Friedman

Title: President

Schedule 1
to
Grant of Security Interest (Trademarks)
by Major Major, LLC
Dated as of July 5, 2023

Owner	Foreign?	Mark	Filing Date	Reg. Date	Filing Type	Serial No.	Reg. No.
Major Major, LLC	US	R & K Originals	6/20/06	10/23/07	A	78912229	3317938
Major Major, LLC	US	Madison Leigh	6/3/2009	10/29/09	A	77751556	3731352
Major Major, LLC	US	Chetta B	12/4/08	12/1/09	A	77626573	3717712