

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IAPPAREL BRANDS LLC		10/06/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	MERCHANT FACTORS CORP.		
Street Address:	1441 Broadway		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97895753	WRK TECH	
Registration Number:	6511630	PINK PLATINUM	
Registration Number:	5665722	BASS CREEK OUTFITTERS	
Registration Number:	5643408	IXTREME	
Registration Number:	1635485	WIPPETTE	
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>			
Phone:	8007130755		
Email:	erin.roberson@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jennifer Owens		
SIGNATURE:	/Jennifer Owens/		
DATE SIGNED:	10/09/2023		

OP \$140.00 97895753

Total Attachments: 6

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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):

IAPPAREL BRANDS LLC

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

Citizenship (see guidelines) New York

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 6, 2023

- 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: MERCHANT FACTORS CORP.

Street Address: 1441 Broadway, 22nd Floor

City: New York

State: NY

Country: USA Zip: 10018

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

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 _____

B. Trademark Registration No.(s) _____

See Schedule I attached

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: Thompson Coburn LLP

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7338

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

5

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

October 9, 2023

Date

Total number of pages including cover sheet, attachments, and document: 6

* 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 1490, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of October 6, 2023, by IAPPAREL BRANDS LLC, a New York limited liability company (the "Grantor"), in favor of MERCHANT FACTORS CORP. (the "Factor").

WITNESSETH:

WHEREAS, reference is made to that certain Factoring Agreement, dated as of the date hereof (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Factoring Agreement"), by and between Grantor and Factor.

WHEREAS, Grantor is required to execute and deliver to the Factor this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Factoring Agreement 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 shall have the meanings given to them in the Factoring Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As security for the payment and performance in full of the Obligations, Grantor hereby grants to the Factor a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any trademarks constituting Collateral owned by Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. **FACTORING AGREEMENT.** The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Factor as security for the payment and performance in full of the Obligations, pursuant to the Factoring Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Factor with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Factoring Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with the Factoring Agreement, the provisions of the Factoring Agreement shall control.

4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security

Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.


5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in the Factoring Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

IAPPAREL BRANDS LLC

By: 
Name: *Seamus Cattan*
Title: *Managing Member*

ACCEPTED AND ACKNOWLEDGED BY:

MERCHANT FACTORS CORP.,
as Factor

By: _____
Name: Adam Winters
Title: President and CEO

IN WITNESS WHEREOF, 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.

IAPPAREL BRANDS LLC

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

MERCHANT FACTORS CORP.,
as Factor

DocuSigned by:

By: _____
Name: Adam Winters
Title: President and CEO

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK APPLICATIONS AND REGISTRATIONS

Owner Name	Trademark	Serial/Registration Number	Filing/Registration Date
iApparel Brands LLC	WRK TECH	97895753	April 19, 2023
iApparel Brands LLC	PINK PLATINUM	6511630	October 5, 2021
iApparel Brands LLC	BASS CREEK OUTFITTERS	5665722	January 29, 2019
iApparel Brands LLC	IXTREME	5643408	January 1, 2019
iApparel Brands LLC	WIPPETTE	1635485	February 19, 1991