

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM857263

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IMEMORIES LLC		11/29/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ISRAEL DISCOUNT BANK OF NEW YORK		
<b>Street Address:</b>	1114 Avenue of the Americas, 9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3452187	IMEMORIES	
<b>Registration Number:</b>	4450248	IMEMORIES	
<b>Registration Number:</b>	4490953	IMEMORIES	
<b>Registration Number:</b>	4530474		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	732-855-6171		
<b>Email:</b>	ciarkowski@wilentz.com		
<b>Correspondent Name:</b>	Wilentz, Goldman & Spitzer, P.A.		
<b>Address Line 1:</b>	90 Woodbridge Center Dr Suite 900 Box 10		
<b>Address Line 2:</b>	Anthony M. Osbourne, Esq.		
<b>Address Line 4:</b>	Woodbridge, NEW JERSEY 07095		
<b>NAME OF SUBMITTER:</b>	Anthony M. Osbourne		
<b>SIGNATURE:</b>	/Anthony M. Osbourne/		
<b>DATE SIGNED:</b>	11/30/2023		
<b>Total Attachments: 13</b> source=Complete#page1.tif			

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**PATENTS, TRADEMARKS  
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT (this "Agreement") is made on the 29th day of November, 2023 between **IMEMORIES LLC**, a Delaware limited liability company (the "Debtor"), and **ISRAEL DISCOUNT BANK OF NEW YORK** as agent (in such capacity, "Agent") for the Lenders (as defined in the Loan Agreement referred to below). Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Debtor has executed a certain Revolving Credit, Term Loan and Security Agreement dated the date hereof (as same may be amended, restated, replaced, modified and/or supplemented from time to time, the "Loan Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") in connection with certain loans made by Lenders to Debtor; and

WHEREAS, the Debtor owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright office with respect to applications listed on Schedule A hereto ("Copyrights"), owns the United States patents and the applications for a United States patents listed on Schedule B ("Patents"), owns the United States trademark applications and trademarks listed in Schedule C hereto, along with the good-will of the Debtor to which such trademark applications and trademarks relate ("Trademarks") and owns the United States trademark applications filed in the United States Patent and Trademark Office based on its intent to use the corresponding mark and listed on Schedule D, along with any good-will of the Debtor relating to such trademarks ("ITU Marks"); and

WHEREAS, pursuant to the Loan Agreement, the Debtor is required to and has conveyed and granted to Agent a security interest in, among other things, all right, title and interest of the Debtor in, to and under all of the Debtor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all Obligations of the Debtor to Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Debtor does hereby absolutely grant and convey to Agent, a security interest in, all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights which are presently, or in the future may be, owned by the Debtor, in whole or in part, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Debtor, as the same may be updated hereafter from time to time;
- (b) Each of the Patents, which are presently, or in the future may be owned by the Debtor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Debtor, as the same may be updated hereafter from time to time; and
- (c) Each of the Trademarks, which are presently, or in the future may be owned by the Debtor, in whole or in part, together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by the Debtor, as the same may be updated hereafter from time to time, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the ability of such applications to be registered or the validity or enforceability of registrations issuing from such applications.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Agreement shall not extend to any Excluded Assets.

1) Debtor covenants and warrants that, to the extent that any Patents, Trademarks and/or Copyrights exist:

(a) it is, to the best of its knowledge, the true and lawful exclusive owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that the Debtor now owns;

(b) it is, to the best of its knowledge, the true and lawful exclusive owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that the Debtor now owns;

(c) it is, to the best of its knowledge, the true and lawful exclusive owner and/or intended assignee of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Debtor now owns;

(d) The Debtor agrees, at Agent's request, on a semi-annual basis to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Debtor hereinafter obtains rights or any ITU Mark which becomes registered with the United States Patent and Trademark Office. The Debtor further warrants that it is not aware of any third party claim that any of the aspects of the Debtor's present or contemplated business operations infringe or will infringe on any Patent, Trademark or Copyright. The Debtor grants to Agent an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;

(e) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable;

(f) Each of the Patents, Trademarks and Copyrights is in use to the extent Debtor, in its reasonable business judgment in the Ordinary Course of Business determines that such use is necessary or prudent and, to the best of the Debtor's knowledge, does not infringe the rights of any other person or entity;

(g) Debtor is, to the best of its knowledge, the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens other than Permitted Encumbrances, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Debtor not to sue third persons, other than the assignment to Agent pursuant to this Agreement;

(h) Debtor has full power, authority and legal right to enter into this Agreement and to perform its obligations hereunder;

(i) Debtor has used, and will use good faith effort to continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(j) At its own expense, the Debtor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Debtor deems advisable;

(k) Except in the Ordinary Course of Business or as otherwise permitted by the Loan Agreement, the Debtor hereby agrees not to divest itself of any right under any Copyright, Trademark and/or Patent, which divestiture would have a Material Adverse Effect on Debtor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and

(l) The Debtor agrees to promptly, upon learning thereof, furnish Agent in writing all pertinent information available to the Debtor with respect to any infringement or other violation of the Debtor's rights in any Copyright, Trademark and/or Patent, which infringement or violation could have a Material Adverse Effect on the Debtor, its properties or its ability to perform its obligations under the Loan Agreement and Other Documents (as defined in the Loan Agreement). To the extent that the Debtor deems advisable, the Debtor further agrees to prosecute any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement could have a Material Adverse Effect on the Debtor, its properties or its ability to perform its obligations under the Loan Agreement or Other Documents.

2) Debtor agrees that, until Payment in Full of the Obligations, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without Agent's prior written consent, unless such agreement is otherwise permitted under the Loan Agreement.

3) If, before Payment in Full of the Obligations:

(a) Debtor shall obtain rights to any material new Trademark, any material new Copyright, or any material new patentable inventions, or become entitled to the benefit of any material patent application or patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and Debtor shall give to Agent notice thereof in writing promptly after the end of each fiscal quarter; and

(b) any material ITU Mark becomes registered with the United States Patent and Trademark Office, the terms of this Agreement shall automatically apply without any further action on the part of the Debtor or Agent (including, without limitation, the grant of a security interest by Debtor to Agent in any such ITU Mark which becomes registered with the United States Patent and Trademark Office) and Debtor shall after the end of each fiscal quarter give to Agent prompt notice in writing of such ITU Mark becoming registered.

4) Debtor authorizes Agent to modify this Agreement by amending Schedules A, B, C and D to include any future Patents, Trademarks, Copyrights or ITU Marks covered hereby. Within a reasonable time of the making of such modification(s), Agent shall provide Debtor with a copy hereof, however, failure by Agent to provide such copy shall not affect the enforceability of this Agreement.

5) Upon and during the continuance of any Event of Default:

a) Agent shall have, in addition to all other rights and remedies given to it by this Agreement, the Loan Agreement, and the Other Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located; and

b) Agent may, in addition to any other remedies which may be available to Agent, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after Payment in Full of the

Obligations shall be paid over to the Debtor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Debtor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Debtor, which right and equity of redemption are hereby waived and released.

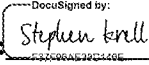
- 6) At the time of Payment In Full of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to Debtor at Debtor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto and in accordance with the terms hereof.
- 7) To the extent that Debtor deems it to be necessary in its commercially reasonable judgment, Debtor shall take any and all commercially reasonable efforts to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until Payment In Full of the Obligations, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Debtor. Except as permitted by the Loan Agreement, the Debtor shall not abandon any material Patents, Trademarks, or Copyrights other than in the Ordinary Course of Business without the consent of Agent, which consent shall not be unreasonably delayed, conditioned, or withheld.
- 8) Debtor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not incurring any risk of liability because of such joinder. Debtor shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph to the extent provided under Section 16.9 of the Loan Agreement, except in the case of gross negligence or willful misconduct of Agent. The obligations of the Debtor under this paragraph shall survive the termination of this Agreement.
- 9) In the event of the occurrence and during the continuance of a Default or an Event of Default, Debtor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 10) If Debtor fails to comply with any of its obligations hereunder, Agent may do so in Debtor's name or in Agent's name, but at Debtor's reasonable expense, and Debtor hereby agrees to reimburse Agent in full for all reasonable and documented out-of-pocket expenses, including reasonable attorney's fees, incurred by Lenders in protecting, defending and maintaining the Patents, Trademarks, or Copyrights to the extent provided under Section 16.9 of the Loan Agreement.
- 11) No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement, or under any Other Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 12) All of Agent's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 13) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 14) This Agreement is subject to modification only by a writing signed by all parties hereto.
- 15) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 16) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.
- 17) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW YORK IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE DEBTOR AND AGENT EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT OR THE ACTIONS OF AGENT. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE LOAN AGREEMENT.
- 18) This Agreement, the Loan Agreement and the Other Documents embody the entire agreement and understanding between the Debtor and Agent and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.
- 19) This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto).

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the undersigned has executed this Patents, Trademarks and Copyrights Security Agreement as of the day and year first above written.

**IMEMORIES LLC**

By: DocuSigned by:  
  
Name: **Stephen Krell**  
Title: **Authorized Person**

**[ADDITIONAL SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, the undersigned has executed this Patents, Trademarks and Copyrights Security Agreement as of the day and year first above written.

**ISRAEL DISCOUNT BANK OF NEW YORK**

DocuSigned by:  
*Thomas L. Savage*  
By: \_\_\_\_\_  
Name: **Thomas L. Savage**  
Title: **Senior Vice President**

DocuSigned by:  
*James J. Dunleavy*  
By: \_\_\_\_\_  
Name: **James J. Dunleavy**  
Title: **Senior Vice President**


**SCHEDULE A  
(Copyrights)**

**None.**

**SCHEDULE B  
(Patents)**

**None.**

**SCHEDULE C (Trademarks)**

	Serial Number	Registration Number	Word Mark	Issue Date	Live/Dead
1	77160428	3452187	IMEMORIES (word #1)	June 24, 2008	Live
2	85821353	4450248	IMEMORIES (word #2)	December 17, 2013	Live
3	86012342	4490953	IMEMORIES (word #3)	March 4, 2014	Live
4	85785579	4530474		May 13, 2014	Live

**SCHEDULE D  
(ITU Marks)**

**None.**