

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richjoy, LLC		11/09/2016	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Merchant Factors Corp.		
Street Address:	1441 Broadway, 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4888954	TAILOR VINTAGE CONNECTICUT ORIGINALS	
CORRESPONDENCE DATA			
Fax Number:	2146154151		
<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:	2146154147		
Email:	cboyd@musgrovelaw.com		
Correspondent Name:	Cami Boyd c/o Musgrove Law Firm, P.C.		
Address Line 1:	10000 N. Central Expwy., Ste. 1000		
Address Line 4:	Dallas, TEXAS 75231		
NAME OF SUBMITTER:	Cami Boyd		
SIGNATURE:	/Cami Boyd/		
DATE SIGNED:	12/19/2023		
Total Attachments: 6			
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source=Trademark Security Agreement-RICHJOY LLC_MERCHANT FACTORS CORP#page2.tif			
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OP \$40.00 4888954

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of November 4, 2016 by and among RICHJOY, LLC, a Connecticut limited liability company having a principal place of business at 9 Admiral Lane, Norwalk, CT 06851 ("Grantor") and MERCHANT FACTORS CORP. (the "Secured Party").

RECITALS

WHEREAS, SAM & TY, LLC ("Borrower") and the Secured Party have entered into a Discount Factoring Agreement, dated as of August 31, 2010 (as may be amended or modified from time to time, together with all documents ancillary thereto or executed in connection therewith, the "Factoring Agreement");

WHEREAS, Grantor is under common ownership with the Borrower and is the record owner of certain trademarks used in connection with the Borrower's business;

WHEREAS, in connection with the Factoring Agreement, Grantor has executed a certain Guaranty, dated as of the date hereof, guaranteeing the Obligations (as defined in the Guaranty) owing to the Secured Party by the Borrower, whether under the Factoring Agreement or otherwise; and

WHEREAS, in order to induce the Secured Party to extend credit to the Borrower under the Factoring Agreement and to further secure the Obligations, Grantor has agreed to grant the Secured Party a security interest in the Pledged Trademark Collateral (defined below);

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the adequacy and receipt of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Definitions.

(a) Defined Terms in the Factoring Agreement. Unless otherwise defined herein, terms defined in the Factoring Agreement and used herein have the meanings given to them in the Factoring Agreement.

(b) Definitions in this Agreement. The following terms, as used in this Agreement, have the following meanings:

"Goodwill" shall mean, collectively, the goodwill connected with the Borrower's and the Grantor's business, including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property with respect to any Trademark in which Grantor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of such Grantor's and Borrower's business.

"Proceeds" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" shall mean, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's and Borrower's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Secured Party a lien on and security interest in and to all of such Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

- (a) all now existing or hereafter acquired Trademarks, including, without limitation, those listed on Schedule A attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Factoring Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Pledged Trademark Collateral made and 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 Agreement is deemed to conflict with the Factoring Agreement, the provisions of the Factoring Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon the indefeasible payment in full of the Obligations in cash, or the provision of a letter of indemnity in form and substance acceptable to the Secured Party, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

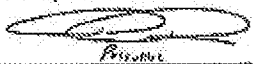
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

RICHJOY, LLC

By: 

Name: richard rosenthal, CEO 11/09/2016

Title: CEO, richjoy llc

ACCEPTED AND AGREED:

SECURED PARTY:

MERCHANT FACTORS CORP.

By: _____

Name: _____

Title: _____

[Handwritten Signature]
Scott Adler
E.V.P.

United States of America
United States Patent and Trademark Office

TAILOR VINTAGE
CONNECTICUT ORIGINALS

Reg. No. 4,888,954

RICIJOY, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
9 ADMIRAL LANE

Registered Jan. 19, 2016

NORWALK, CT 06851

Int. Cl.: 25

FOR: CLOTHING, NAMELY, PANTS, SHORTS, SKIRTS, SHIRTS, BLOUSES, T-SHIRTS,
LONG-SLEEVED T-SHIRTS, POLO SHIRTS, BELTS, UNDERWEAR, AND HOODED
SWEATSHIRTS, IN CLASS 25 (U.S. CLS. 22 AND 39).

TRADEMARK

FIRST USE 5-15-2014; IN COMMERCE 7-15-2014.

PRINCIPAL REGISTER

OWNER OF U.S. REG. NO. 4,149,063.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CONNECTICUT ORIGINALS",
APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE STYLIZED TEXT "TAILOR VINTAGE CONNECTICUT
ORIGINALS".

SEC. 2(F) AS TO "TAILOR VINTAGE".

SER. NO. 86-651,654, FILED 6-4-2015.

SUSAN RICHARDS, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 008292 FRAME: 0991

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.*
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.