

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI19422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JWU LLC		02/06/2024	Limited Liability Company: NEW YORK
Sensual Inc.		02/06/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Israel Discount Bank of New York		
Street Address:	1114 Avenue of the Americas, 9th Fl.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	98308048	JASON WU	
Serial Number:	98308042	JASON WU	
Serial Number:	98254314	JASON WU	
Serial Number:	86948569	JASON WU	
Serial Number:	98254312	JASON WU	
Serial Number:	86570346	GREY JASON WU	
Serial Number:	98254319	JASON WU	
Serial Number:	98254306	JASON WU	
Serial Number:	98254323	JASON WU	
Serial Number:	97511541	JASON WU BEAUTY	
Serial Number:	78644291	JASON WU	
Serial Number:	77900304	JASON WU	
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:	(800)713-0755		
Email:	KIMBERLY.FLOOD@WOLTERSCLUWER.COM		

OP \$315.00.00 98308048

Correspondent Name: Kim Flood
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Kim Flood
SIGNATURE:	Kim Flood
DATE SIGNED:	02/12/2024

Total Attachments: 7

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source=Trademark Filing JWU#page4.tif
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Attachment to Recordation Form Cover Sheet for Trademarks only:

<p>1. Name of conveying party(ies):</p> <p>Sensual Inc. Individual(s) Partnership Corporation- State: ___ <input checked="" type="checkbox"/> Other: <u>LLC</u> Association Limited Partnership Additional names of conveying parties attached? Yes Citizenship (see guidelines) <u>NY</u></p>
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of February 6, 2024, is made by JWU LLC, a New York limited liability company ("*JWU*"), and SENSUAL INC., a New York corporation ("*Sensual*" and, together with JWU, individually and collectively, jointly and severally, "*Grantor*"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("*Secured Party*").

WHEREAS, Grantor has entered into a Term Loan Agreement, dated as of the date hereof (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "*Loan Agreement*"), between Grantor and Secured Party;

WHEREAS, under the terms of the Loan Agreement and to secure its obligations to Secured Party thereunder, Grantor has entered into a Security Agreement, dated as of the date hereof (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "*Security Agreement*"), between Grantor and Secured Party; and

WHEREAS, under the terms of the Security Agreement and to secure its obligations to Secured Party under the Loan Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Secured Party as follows:

1. **Grant of Security Interest.** To secure the payment and performance of the Obligations under the Note, Grantor hereby reaffirms its prior grant pursuant to the Security Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Collateral*"), with power of sale to the extent permitted by law:

(a) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "*Trademarks*"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages,

restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Collateral are as provided by the Loan Agreement, Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature pages follow]

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

JWU LLC

By: [Signature]
Name: Sam S
Title: CEO

SENSUAL, INC.

By: [Signature]
Name: Sam S
Title: CEO

Address for Notices:

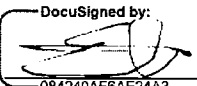
463 Seventh Avenue, Suite 1101
New York, NY 10018

[Signature Page to Trademark Security Agreement]

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK

DocuSigned by:
Mitchell Barnett
By: _____
FF846EE69048E...
Name: Mitchell Barnett
Title: SVP

DocuSigned by:

By: _____
084240AF6AE24A3...
Name: Ender Cetin
Title: SVP

Address for Notices:

1114 Avenue of the Americas
New York, NY 10036

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Word Mark	Serial Number	Registration Number	Filing Date
Jason Wu	98308048	----	2023-12-11
Jason Wu	98308042	----	2023-12-11
Jason Wu	98254314	----	2023-11-03
Jason Wu	86948569	5514226	2016-03-22
Jason Wu	98254312	----	2023-11-03
Grey Jason Wu	86570346	5868623	2015-03-19
Jason Wu	98254319	----	2023-11-03
Jason Wu	98254306	----	2023-11-03
Jason Wu	98254323	----	2023-11-03
Jason Wu Beauty	97511541	7149870	2022-07-20
Jason Wu	78644291	3851718	2005-06-06
Jason Wu	77900304	4593088	2009-12-23