

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI134399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JME & CO. NYC, LLC		03/28/2024	Limited Liability Company: 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: 13			
Property Type	Number	Word Mark	
Serial Number:	98374007	CALOR	
Serial Number:	98366704	BLKSMITH BLKHAWK	
Serial Number:	98221140	SLIMZERO	
Serial Number:	98376733	FLNT	
Serial Number:	98221122	TEMPZERO	
Serial Number:	98374009	PAINZERO	
Serial Number:	98169187	PINK SKY	
Serial Number:	98169197	PINK SKY	
Serial Number:	98169205	PINK SKY	
Serial Number:	98155599	MVMT	
Serial Number:	98254595	MVMT	
Serial Number:	98354900	COLLINS AVE	
Serial Number:	98330901	MIMICOCO	
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:	2129053726		
Email:	cpanaro@otterbourg.com		

OP \$340.00.00 98374007

Correspondent Name: Christine Panaro
Address Line 1: 230 Park Avenue
Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER: Kim Flood

SIGNATURE: Kim Flood

DATE SIGNED: 04/01/2024

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):

JME & CO. NYC, LLC,

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

Citizenship (see guidelines) NY

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 3/28/24

- 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: Israel Discount Bank of New York

Street Address: 1114 Avenue of the Americas, 9th Fl.

City: New York

State: New York

Country: US Zip: 10036

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship NY
- 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 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: Christine Panaro

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3726

Docket Number: _____

Email Address: cpanaro@otterbourg.com

6. Total number of applications and registrations involved:

13

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: *Christine Panaro*
Signature

4/1/24

Date

Christine Panaro

Name of Person Signing

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 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of March 28, 2024, is made by JME & CO. NYC, LLC, a New York limited liability company (the "*Grantor*") in favor of ISRAEL DISCOUNT SECURED PARTY OF NEW YORK, acting through its IDB Factors Division ("*Secured Party*").

WHEREAS, the Grantor has entered into a Factoring 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 "*Factoring Agreement*"), between the Grantor and Secured Party; and

WHEREAS, under the terms of the Factoring Agreement, the Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of the 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, the Grantor agrees with Secured Party as follows:

1. **Grant of Security Interest.** The Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title, and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the 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.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Factoring Agreement, which is hereby incorporated by reference. The provisions of

the Factoring Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Factoring 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 Page Follows]

IN WITNESS WHEREOF, the 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.

~~JME & CO. NYC, LLC~~

By: _____
Name: JACK SCARA
Title: President

Address for Notices:
420 Fifth Avenue, 15th Floor
New York, NY 10018

Agreed to and accepted:

**ISRAEL DISCOUNT BANK OF NEW YORK,
IDB Factors Division**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address for Notices:
1114 Avenue of the Americas, 9th Floor
New York, NY 10036

IN WITNESS WHEREOF, the 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.

JME & CO. NYC, LLC

By: _____
Name: _____
Title: _____

Address for Notices:
420 Fifth Avenue, 15th Floor
New York, NY 10018

Agreed to and accepted:

**ISRAEL DISCOUNT BANK OF NEW YORK,
IDB Factors Division**

DocuSigned by:
John Manini
By: _____
Name: John Manini
Title: FVP

DocuSigned by:
Mark Reiner
By: _____
Name: MARK REINER
Title: SVP

Address for Notices:
1114 Avenue of the Americas, 9th Floor
New York, NY 10036

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

	Serial Number	File Date	Reg. Number	Word Mark
1.	98374007	2024-01-24	N/A	CALOR
2.	98366704	2024-01-19	N/A	BLKSMITH BLKHAWK
3.	98221140	2023-10-12	N/A	SLIMZERO
4.	98376733	2024-01-26	N/A	FLNT
5.	98221122	2023-10-12	N/A	TEMPZERO
6.	98374009	2024-01-24	N/A	PAINZERO
7.	98169187	2023-09-07	N/A	PINK SKY
8.	98169197	2023-09-07	N/A	PINK SKY
9.	98169205	2023-09-07	N/A	PINK SKY
10.	98155599	2023-08-29	N/A	MVMT
11.	98254595	2023-11-03	N/A	MVMT
12.	98354900	2024-01-12	N/A	COLLINS AVE
13.	98330901	2023-12-26	N/A	MIMICOCO