

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444556

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sonesta Limited s.r.o.		08/07/2017	Limited Liability Company: CZECH REPUBLIC

RECEIVING PARTY DATA

Name:	Sonesta Technologies, Inc.
Street Address:	6955 NW 52nd Street
City:	Miami
State/Country:	FLORIDA
Postal Code:	33166
Entity Type:	Corporation: FLORIDA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	87296040	BLACK PATROL
Registration Number:	3839978	ASSPARADE
Registration Number:	3805833	BACKROOM MILF
Registration Number:	5127837	BANG CASTING
Registration Number:	3751877	BAIT BUS
Registration Number:	3754281	PUBLIC INVASION
Registration Number:	3754283	BUSTY ADVENTURES
Registration Number:	3754284	MILF LESSONS
Registration Number:	3754285	MILF SOUP
Registration Number:	4867345	PAWG
Registration Number:	2923488	BANGBROS
Registration Number:	4632790	BLACKSONMOMS
Registration Number:	2810145	BANGBUS
Registration Number:	4473539	BACKROOM FACIALS
Registration Number:	4473550	FACIAL FEST
Registration Number:	3310838	BANG BUS
Registration Number:	4379092	LATINA RAMPAGE
Registration Number:	4357958	BIG MOUTHFULS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4358048	PARTY OF 3
Registration Number:	4358173	BLACKBALLZ.COM
Registration Number:	4197819	CHIVA CULIONA
Registration Number:	4194709	BROWN BUNNIES
Registration Number:	4187955	POWER MUNCH
Registration Number:	4121943	MAGICAL FEET
Registration Number:	3301046	

CORRESPONDENCE DATA

Fax Number: 3053972772

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.

Phone: 305-306-3995

Email: tmdocket@fischerlawpl.com

Correspondent Name: Jason A. Fischer

Address Line 1: 2 South Biscayne Blvd.

Address Line 2: Suite 2600

Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Jason A. Fischer
SIGNATURE:	/Jason A. Fischer/
DATE SIGNED:	09/26/2017

Total Attachments: 5

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**TRADEMARK
SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of August 7, 2017, made by SONESTA LIMITED s.r.o., a limited liability company organized under the laws of the Czech Republic (the “Pledgor”), in favor of SONESTA TECHNOLOGIES, INC., a Florida corporation (the “Secured Party”).

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to a Security Agreement dated as of August 7, 2017, (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Secured Party pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into and perform under the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Pledgor hereby agrees with the Secured Party as follows:

AGREEMENT

1. Defined Terms.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral.

As collateral security for the payment of the Secured Obligations, the Pledgor hereby mortgages to and pledges with the Secured Party and grants to the Secured Party a First Priority Lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) the trademarks of the Pledgor listed on Schedule I attached hereto (the “Trademarks”);
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Assets).

3. Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks

made and granted hereby are more fully set forth in the Security 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

4. Termination.

Upon the termination of the Security Agreement in accordance with its terms, the Secured Party shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

5. Counterparts.

This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts.

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[SIGNATURE PAGE(S) FOLLOW(S)]

Paysites
Trademark Security Agreement
Sonesta

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

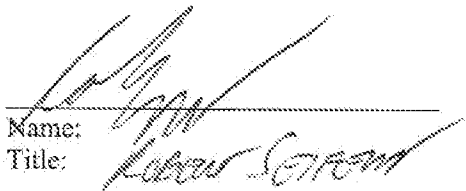
Very truly yours,

SONESTA LIMITED s.r.l.

By:

Name:

Title:



Accepted and Agreed:

SONESTA TECHNOLOGIES, INC.

By: _____

Name:

Title:

Paysites
Trademark Security Agreement
Sonesta

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

Very truly yours,

SONESTA LIMITED c.r.o.

By: _____
Name:
Title:

Accepted and Agreed.

SONESTA TECHNOLOGIES, INC.

By: _____
Name: Jeffrey Greenberg
Title: Manager

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

RegNum	Trademark	Seller	RegDate
3839978	ASSPARADE	BBIP, LLC	2010-08-31
3805833	BACKROOM MILF	BBIP, LLC	2010-06-22
5127837	BANG CASTING	BBIP, LLC	2017-01-24
3751877	BAIT BUS	BBIP, LLC	2010-02-23
3754281	PUBLIC INVASION	BBIP, LLC	2010-03-02
3754283	BUSTY ADVENTURES	BBIP, LLC	2010-03-02
3754284	MILF LESSONS	BBIP, LLC	2010-03-02
3754285	MILF SOUP	BBIP, LLC	2010-03-02
4867345	PAWG	BBIP, LLC	2015-12-08
2923488	BANGBROS	BBIP, LLC	2005-02-01
4632790	BLACKSONMOMS	BBIP, LLC	2014-11-04
2810145	BANGBUS	BBIP, LLC	2004-02-03
4473539	BACKROOM FACIALS	BBIP, LLC	2014-01-28
4473550	FACIAL FEST	BBIP, LLC	2014-01-28
3310838	BANG BUS	BBIP, LLC	2007-10-16
3301046	[LOGO ONLY]	BBIP, LLC	2007-10-02
4379092	LATINA RAMPAGE	BBIP, LLC	2013-08-06
4357958	BIG MOUTHFULS	BBIP, LLC	2013-06-25
4358048	PARTY OF 3	BBIP, LLC	2013-06-25
4358173	BLACKBALLZ.COM	BBIP, LLC	2013-06-25
4197819	CHIVA CULIONA	BBIP, LLC	2012-08-28
4194709	BROWN BUNNIES	BBIP, LLC	2012-08-21
4187955	POWER MUNCH	BBIP, LLC	2012-08-07
4121943	MAGICAL FEET	BBIP, LLC	2012-04-03

Pending Applications:

SerNum	Trademark	Seller	FilingDate
87-296040	BLACK PATROL	BBIP, LLC	2017-01-10