

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MY BRANDS USA LLC		12/29/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	SUPREME BRANDS INC.		
Street Address:	Attn. Kevin Breslin		
Internal Address:	1025 Maxwell Lane, Apt. 905		
City:	Hoboken		
State/Country:	NEW JERSEY		
Postal Code:	07030		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90115314	HANDI-WRAP	
Registration Number:	6211677	HANDI-WRAP	
Registration Number:	4230582	HANDIWRAP	
Registration Number:	4218527	HANDI-WRAP	
Registration Number:	5945466	HANDI-WRAP	
Serial Number:	88473571	HANDI-WRAP	
CORRESPONDENCE DATA			
Fax Number:	2125750671		
<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:	2127909200		
Email:	trademark@cll.com		
Correspondent Name:	Robert J. English		
Address Line 1:	Cowan, Liebowitz & Latman, P.C.		
Address Line 2:	114 West 47th Street		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Robert J. English		
SIGNATURE:	/Robert J. English/		

OP \$165.00 90115314

DATE SIGNED:

01/06/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of December 29, 2020 by **MY BRANDS USA LLC**, a New Jersey limited liability company, having an address at 60 Brunswick Avenue, Edison, New Jersey 08817 ("**Pledgor**"), to and in favor of **SUPREME BRANDS INC.**, a New Jersey corporation, with an office located at Attn. Kevin Breslin, 1025 Maxwell Lane, Apt. 905, Hoboken, NJ 07030 ("**Pledgee**").

Capitalized terms used but not defined herein shall have the meanings set forth in that certain Agreement to Sell Membership Interest dated December 29, 2020 entered by and between Pledgor, MY Imports USA LLC ("**Purchaser**") and Supreme Brands Inc. ("**Seller**") (as at any time amended, restated, modified, substituted, extended or renewed from time to time (the "**Agreement**" and together with any document, agreement or instrument executed or delivered in connection with the Agreement, including the Promissory Note and this Trademark Security Agreement, each as amended, restated, supplemented or otherwise modified from time to time, collectively, the "**Documents**").

1. Grant of Security.

Pledgor (as applicable) hereby assigns and pledges to Pledgee, and hereby grants to Pledgee a first priority security interest in all of Pledgor's right, title and interest in and to the "Handi Wrap" trademark listed in **Exhibit A** of this Trademark Security Agreement (the "**Collateral**").

2. Security for Obligations.

This Trademark Security Agreement secures the all of Purchaser's and Pledgor's obligations under the Agreement, including but not limited to, including but not limited to the satisfaction and/or discharge of record of the Note and royalty payments, as well as the financial consequence of Pledgor's failure to perform on these obligations. (the "**Obligations**").

3. Scope of Liability.

Notwithstanding anything herein to the contrary:

(a) Pledgor shall remain liable under any and all contracts and agreements with respect to the Collateral (collectively, the "**Contracts**") and shall perform all of his/its duties and obligations thereunder to the same extent as if this Trademark Security Agreement had not been executed;

(b) The exercise by Pledgee of any of the rights hereunder shall not release Pledgor from any of his/its duties or obligations under any of the Contracts; and

(c) Pledgee shall not have any obligation or liability under any of the Contracts

encumbrance upon or with respect to the Collateral to secure the debt of any person or entity, except for the security interests created by this Trademark Security Agreement.

7. Pledgee Appointed Attorney-in-Fact.

(a) Pledgor hereby irrevocably appoints Pledgee as Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor, Pledgee or otherwise, from time to time in Pledgee's sole and absolute discretion, to take any action and to execute any instrument which Pledgee may deem necessary or advisable to accomplish the purposes of this Trademark Security Agreement, including the authority to:

(i) ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and/or to become due under or with respect to the Collateral, including, without limitation, in connection with the proceeds of the Contract;

(ii) receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above; and

(iii) file any claims or take any action or institute any proceedings which Pledgee may deem necessary or desirable for the collection of the Collateral or otherwise to enforce the rights of Pledgee with respect to the Collateral, including, without limitation, in connection with the proceeds of the Contract.

8. Performance by Pledgee.

(a) If Pledgor fails to perform any agreement contained herein, Pledgee may itself perform, or cause performance of, such agreement, and the expenses of Pledgee incurred in connection therewith shall be payable by Pledgor to Pledgee.

(b) The powers conferred on Pledgee hereunder are solely to protect Pledgee's interest in and to the Collateral and shall not impose any duty upon Pledgee to exercise any such powers. Except for accounting for moneys actually received by Pledgee hereunder, Pledgee shall have no duty as to the Collateral or as to the taking of any necessary steps to preserve rights against any other parties or any other rights pertaining to the Collateral.

9. Events of Default; Remedies.

(a) Each of the following events shall constitute an event of default (each an "Event of Default"):

(i) Pledgor shall materially default in the performance or observance of any covenant or agreement contained herein;

(ii) an Event of Default shall occur under any of the Documents;

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by reason of this Trademark Security Agreement, nor shall Pledgee be obligated to perform any of the obligations or duties of Pledgor thereunder or to take any action to collect or enforce any claim assigned hereunder.

4. Representations and Warranties.

Pledgor represents and warrants as follows:

(a) Pledgor owns the Collateral free and clear of any and all liens, security interests, charges or encumbrances, except for the security interest created by this Trademark Security Agreement. No effective financing statement or other instrument similar in effect covering the Collateral is on file in any recording office, except such as may have been filed in favor of Pledgee relating to this Trademark Security Agreement.

(b) This Trademark Security Agreement creates a valid first priority security interest in and to the Collateral, secures the payment of the Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been or shall be duly taken.

(c) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Pledgor of the security interest granted hereby or for the execution, delivery or performance of this Trademark Security Agreement by Pledgor, or (ii) for the perfection of or the exercise by Pledgee of any of its rights and remedies hereunder.

5. Further Assurances.

(a) Pledgor agrees that from time to time, at the expense of Pledgor, Pledgor will promptly execute and deliver all further instruments and documents, and take all further action that is necessary or desirable, or that Pledgee may request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Pledgee to exercise and enforce its rights and remedies hereunder with respect to the Collateral.

(b) Pledgor hereby authorizes Pledgee to file one or more financing or continuation statements, and amendments thereto, relative to the Collateral without the signature of Pledgor where permitted by law.

6. Transfers and Other Liens.

Unless Pledgor obtains from Pledgee prior written consent, Pledgor shall not:

(a) Sell, assign (by operation of law or otherwise) or otherwise dispose of the Collateral; or

(b) Create or suffer to exist any lien, security interest or other charge or

(iii) any representation or warranty made by or on behalf of Pledgor herein or in any other certificate, agreement, instrument or statement delivered to Pledgee by or on behalf of Pledgor shall at any time prove to have been incorrect when made in any material respect; and/or

(b) If any Event of Default shall have occurred:

(i) Pledgee may exercise with respect to the Collateral, in addition to any other rights and/or remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the Uniform Commercial Code (the "Code") (whether or not the Code applies to the Collateral) and also may (a) [intentionally omitted] (b) require Pledgor to, and Pledgor hereby agrees that it will at its expense and upon request of Pledgee forthwith, assemble the Collateral as directed by Pledgee and make it available to Pledgee at a place to be designated by Pledgee; and (c) without notice except as specified below, sell the Collateral at public sale, at any of Pledgee's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Pledgee may deem commercially reasonable. Pledgor agrees that, to the extent notice of sale shall be required by law, ten days' notice to Pledgor of the time and place of any public sale is to be made shall constitute reasonable notification. Pledgee shall not be obligated to make any sale of the Collateral regardless of any notice of sale having been given. Pledgee may adjourn any public from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(ii) All cash proceeds received by Pledgee with respect to any sale of, collection from, or other realization of the Collateral may, in the discretion of Pledgee, be held by Pledgee as collateral for, and/or then or at any time thereafter applied in whole or in part by Pledgee against, all or any part of the amounts due to Pledgee by Pledgor in such order as Pledgee shall elect.

10. Amendments.

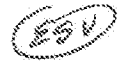
This Trademark Security Agreement may be amended only by an instrument in writing signed by Pledgee and Pledgor.

11. Continuing Security Interest.

This Trademark Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon Pledgor, its successors and assigns and inure to the benefit of Pledgee and its successors, transferees and assigns.

12. Governing Law.

This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.



13. Adjudication.

PLEDGOR HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW JERSEY, WITHIN THE COUNTY OF ESSEX, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE LITIGATED IN SUCH COURT. PLEDGOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS.

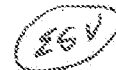
14. Waiver.

Pledgor hereby waives notice of acceptance of this Trademark Security Agreement, and also presentment, demand, protest and notice of dishonor, and in giving any notice to or of making any claim or demand hereunder upon Pledgor. No failure on the part of Pledgee to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

15. Notices.

Any notice or other communication required or permitted to be given shall be in writing addressed to the respective Party as set forth below and may be sent via e-mail or personally served or sent by overnight courier and shall be deemed given: (a) if sent via e-mail, when the e-mail is delivered; (b) served in person, when served; or (c) if by overnight courier, on the first business day after delivery to the courier.

If to Pledgor:	MY BRANDS USA LLC and 60 Brunswick Avenue Edison, NJ 08817 Attention: Mansur Maqsudi Mansur@myproducts99.com
With a copy to:	Cowan, Liebowitz & Latman, P.C. 114 West 47 th Street, 21 st Floor New York, NY 10036 Attention: Robert J. Giordanella, Esq. RJG@CLL.com
If to Pledgee:	Supreme Brands Inc. 4010 West 90 th Street Prairie Village, Kansas 66207 Attention: Eric Vogel evogel@blackandmcdonald.com



With a copy to: Einhorn, Barbarito, Frost & Botwinick, P.C.,
165 East Main Street, P.O. Box 3010,
Denville, New Jersey 07834-3010
Attention: Jason R. Rittie, Esq.
jrittie@einhornlawyers.com

16. Severability.

Any provision of this Trademark Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Assignment.

Pledgee may not assign or transfer this Trademark Security Agreement or any instrument representing the whole or any part of the Obligations and may transfer therewith its interest in the whole or any part of the Collateral, without the consent of Pledgor. Pledgor shall not be entitled to transfer its rights and obligations hereunder, without the prior written consent of Pledgee.

18. Counterparts.

This Trademark Security Agreement may be executed in counterparts and may be delivered in a .pdf file via electronic mail.

19. Duration of Agreement.

This Trademark Security Agreement shall be a continuing agreement, shall be binding upon and shall inure to the benefit of the parties hereto from time to time and their respective transferees, endorsees, successors and assigns, shall be irrevocable and shall remain in full force and effect until the all payments have been received under the Documents; provided that this Trademark Security Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any amount paid by or on behalf of Pledgor with regard to the Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Pledgor, or upon or as a result of the appointment of a receiver, intervener or conservator of, or trustee, custodian, or similar officer, for Pledgor or any substantial part of his/its property, or otherwise, all as though such payments had not been made.

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SIGNATURE PAGE FOLLOWS]**



Execution Copy

IN WITNESS WHEREOF, this Trademark Security is dated as of the day and year first above written.

MY IMPORTS USA LLC

By: _____

Name: _____

Title: _____

MY BRANDS USA LLC

By: _____

Name: _____

Title: _____

SUPREME BRANDS INC.

By: Eric S. Vogel

Name: Eric Vogel

Title: Authorized representative of Supreme Brands Inc. and its shareholders



IN WITNESS WHEREOF, this Trademark Security is dated as of the day and year first above written.

MY IMPORTS USA LLC
By: MAISON MARSUJ
Name: MAISON MARSUJ
Title: Director

MY BRANDS USA LLC
By: MAISON MARSUJ
Name: MAISON MARSUJ
Title: Manager

SUPREME BRANDS INC.
By: _____
Name: Eric Vogel
Title: Authorized representative of Supreme Brands Inc. and its shareholders

Execution Copy

Exhibit A
Handi-Wrap trademarks



HANDI-WRAP TM Report

Country	Mark	Appl. No	App. Date	Reg. Date	Reg. No	Status
United States of America	HANDI-WRAP	90115314	Aug 14 2020			Pending
<i>Owner</i> MY Brands USA, LLC						
16: PLASTIC WRAP AND PLASTIC WRAPPING AND PACKAGING FILM FOR HOUSEHOLD PURPOSES						
Country	Mark	Appl. No	App. Date	Reg. Date	Reg. No	Status
United States of America	HANDI-WRAP	88117599	Sep 14 2018	Dec 1 2020	6211677	Registered
<i>Owner</i> MY Brands USA, LLC						
16: Garbage bags of paper or of plastics.						
Country	Mark	Appl. No	App. Date	Reg. Date	Reg. No	Status
United States of America	HANDI-WRAP	85220602	Jan 19 2011	Oct 23 2012	4230582	Registered
<i>Owner</i> MY Brands USA, LLC						
16: Plastic wrap for household purposes.						
Country	Mark	Appl. No	App. Date	Reg. Date	Reg. No	Status
United States of America	HANDI-WRAP	85200333	Dec 17 2010	Oct 2 2012	4218527	Registered
<i>Owner</i> MY Brands USA, LLC						
16: Plastic bags, namely, sandwich bags, and plastic bags for household use.						
Country	Mark	Appl. No	App. Date	Reg. Date	Reg. No	Status
United States of America	HANDI-WRAP	88127488	Sep 21 2018	Dec 24 2019	5945486	Registered
<i>Owner</i> MY Brands USA, LLC						
16: Storage bags, namely, plastic food storage bags for household use.						
Country	Mark	Appl. No	App. Date	Reg. Date	Reg. No	Status
United States of America	HANDI-WRAP	88473571	Jun 14 2019			Pending
<i>Owner</i> MY Brands USA, LLC						
21: Plastic storage containers for household use.						