

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
2253 Apparel, LLC		07/11/2022	Limited Liability Company: CALIFORNIA
Cavern Club		07/11/2022	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Valley National Bank, successor by merger to Bank Leumi USA
Street Address:	579 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	97111427	CELEBRITY PINK
Serial Number:	97096875	CELEBRITY PINK
Serial Number:	97351587	SERRA BY JOIE RUCKER
Serial Number:	90870345	CELEBRITY PINK
Serial Number:	90674694	DUBAI DENIM
Serial Number:	90471674	FUTURE VINTAGE
Serial Number:	90455119	RE GENERATION
Registration Number:	6130311	PROJECT CIVILITY
Registration Number:	5310285	REVERY
Registration Number:	5278086	RWN BY RAWAN
Registration Number:	5252178	EDDY BE GOOD
Registration Number:	5251956	PLANET PINK
Registration Number:	5324617	CRAVE
Registration Number:	5157053	BODY SCULPT
Registration Number:	4890133	CELEBRITY PINK
Registration Number:	4283867	CELEBRITY BLUES
Registration Number:	3713404	CELEBRITY PINK

OP \$665.00 97111427

Property Type	Number	Word Mark
Registration Number:	3979893	C PINK
Serial Number:	90303034	THE GIA GLIDER
Registration Number:	6691690	LVPL
Registration Number:	6427102	LIVERPOOL LOS ANGELES
Registration Number:	5495144	LIVERPOOL JEANS COMPANY
Registration Number:	5421669	
Registration Number:	5421668	LIVERPOOL JEANS COMPANY
Registration Number:	4777790	CHAMBRAI
Registration Number:	4089167	LIVERPOOL

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (016263-01010)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	016263-01010
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/13/2022

Total Attachments: 6

source=2nd_AR_-_Intellectual_Property_Security_Agreement_(2253_Apparel_LLC_Cavern_Club).D#page1.tif
source=2nd_AR_-_Intellectual_Property_Security_Agreement_(2253_Apparel_LLC_Cavern_Club).D#page2.tif
source=2nd_AR_-_Intellectual_Property_Security_Agreement_(2253_Apparel_LLC_Cavern_Club).D#page3.tif
source=2nd_AR_-_Intellectual_Property_Security_Agreement_(2253_Apparel_LLC_Cavern_Club).D#page4.tif
source=2nd_AR_-_Intellectual_Property_Security_Agreement_(2253_Apparel_LLC_Cavern_Club).D#page5.tif
source=2nd_AR_-_Intellectual_Property_Security_Agreement_(2253_Apparel_LLC_Cavern_Club).D#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Intellectual Property Security Agreement”) is made as of this 11th day of July 2022 by 2253 Apparel, LLC, a California limited liability company (“2253 Apparel”), and Cavern Club, a California limited liability company (“Cavern Club”; together with 2253 Apparel, collectively, “Grantor”), with and in favor of Valley National Bank, successor by merger to Bank Leumi USA, in its capacity as agent to the Lenders (as defined below) (“Agent”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Letter Agreement, as defined below.

W I T N E S S E T H:

WHEREAS, pursuant to (i) that certain letter agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Letter Agreement”) between Grantor, Agent and the lenders party thereto (“Lenders”), (ii) that certain Second Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “2253 Apparel Security Agreement”) between 2253 Apparel and Agent, and (iii) that certain Second Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Cavern Club Security Agreement”) between Cavern Club and Agent, Lenders agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantor is a guarantor of the obligations owing by Grantor to Agent;

WHEREAS, pursuant to the Letter Agreement, Grantor is required to execute and deliver to Agent, this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise defined herein, terms defined in the Letter Agreement and used herein have the meaning given to them in the Letter Agreement.

2. GRANT OF SECURITY INTEREST. Grantor, as security for the payment and performance in full of the Obligations of such Grantor hereby grants and pledges to Agent, a continuing security interest in all right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

a. all of such Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule A hereto;

b. all of such 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 A hereto;

c. all reissues, continuations or extensions of the foregoing; and

d. all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent, or any Trademark.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreements, and Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreements, 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 Intellectual Property Security Agreement is deemed to conflict with any such Security Agreement, the provisions of such Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Patents, this Intellectual Property Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Copyrights. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Intellectual Property Security Agreement by amending Schedule A to include any such new IP Collateral of Grantor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

5. RECORDATION. Grantor hereby authorizes and requests that the United States Copyright Office record this Intellectual Property Security Agreement.

6. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

7. COUNTERPARTS. This Intellectual Property Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

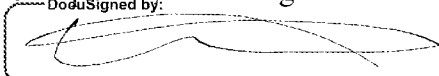
[Remainder of page intentionally left blank]

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

GRANTORS:

2253 APPAREL, LLC

By: Kitov Group, Inc., its Manager

DocuSigned by:

By: _____

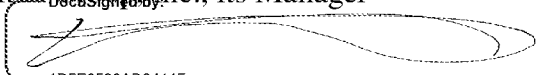
Title: Doron Kadosh

Name: President and Chief Financial Officer

CAVERN CLUB, LLC

By: 2253 Apparel, LLC, its Managing Member

By: Kitov Group, Inc., its Manager

DocuSigned by:

By: _____

Name: Doron Kadosh

Title: President and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

VALLEY NATIONAL BANK

By:
Name: Sam Yutcis
Title: FVP

SCHEDULE A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHTS

Trademarks

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
CELEBRITY PINK	2253 Apparel, LLC	(November 5, 2021)	(97111427)
CELEBRITY PINK	2253 Apparel, LLC	(October 28, 2021)	(97096875)
SERRA BY JOIE RUCKER	2253 Apparel, LLC	(April 7, 2022)	(97351587)
CELEBRITY PINK	2253 Apparel, LLC	(August 6, 2021)	(90870345)
DUBAI DENIM	2253 Apparel, LLC	(April 27, 2021)	(90674694)
FUTURE VINTAGE	2253 Apparel, LLC	(January 18, 2021)	(90471674)
 RE generation	2253 Apparel, LLC	(January 8, 2021)	(90455119)
PROJECT CIVILITY	2253 Apparel, LLC	August 18, 2020	6130311
REVERY	2253 Apparel, LLC	October 17, 2017	5310285
	2253 Apparel, LLC	August 29, 2017	5278086
EDDY BE GOOD	2253 Apparel, LLC	July 25, 2017	5252178
PLANET PINK	2253 Apparel, LLC	July 25, 2017	5251956
CRAVE	2253 Apparel, LLC	October 31, 2017	5324617
BODY SCULPT	2253 Apparel, LLC	March 7, 2017	5157053
CELEBRITY PINK	2253 Apparel, LLC	January 19, 2016	4890133
CELEBRITY BLUES	2253 Apparel, LLC	January 29, 2013	4283867
CELEBRITY PINK	2253 Apparel, LLC	November 17, 2009	3713404
C PINK	2253 Apparel, LLC	June 21, 2011	3979893
	Cavern Club LLC	(November 6, 2020)	(90303034)
LVPL	Cavern Club, LLC	April 5, 2022	6691690
LIVERPOOL LOS ANGELES	Cavern Club, LLC	July 20, 2021	6427102

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	Cavern Club, LLC	June 19, 2018	5495144
	Cavern Club, LLC	March 13, 2018	5421669
LIVERPOOL JEANS COMPANY	Cavern Club, LLC	March 13, 2018	5421668
CHAMBRAI	Cavern Club, LLC	July 21, 2015	4777790
LIVERPOOL	Cavern Club, LLC	January 17, 2012	4089167

Patents

Patent Name	Owner	Reg. Date (App. Date)	Patent No. (App. No.)
PANTS	Cavern Club, LLC	August 3, 2021	D926432