# OP \$40.00.00 97363069

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI128020

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HILLDUN CORPORATION		03/28/2024	Corporation: NEW YORK

## **RECEIVING PARTY DATA**

Company Name:	VALLEY NATIONAL BANK, as Agent	
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: 1**

Property Type	Number	Word Mark
Serial Number:	97363069	H HILLDUN

### **CORRESPONDENCE DATA**

Fax Number:

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:** (800)221-0102

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Khadijah Sampson

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2309158ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	03/28/2024

### **Total Attachments: 4**

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TRADEMARK REEL: 008382 FRAME: 0905

900844081

**EXECUTION COPY** 

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

March 28, 2024

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby

acknowledged, HILLDUN CORPORATION, a New York corporation (the "Grantor") hereby grants to

VALLEY NATIONAL BANK, with offices at 579 Fifth Avenue, New York, New York 10017, as agent

for itself and the lenders party to the Loan Agreement referred to below (the "Grantee"), a continuing

security interest in the following: (i) all of such Grantor's right, title and interest in, to and under the United

States trademarks, service marks, trademark registrations, service mark registrations, trademark

applications, and service mark applications (the foregoing, collectively, the "Marks") set forth on Schedule

A attached hereto, (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with

which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for

infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Grant")

is made to secure the satisfactory performance and payment of all the Obligations of the Loan Parties, as

such terms are defined in that certain Loan and Security Agreement, dated as of the date hereof (as amended,

modified, extended, restated, replaced, amended and restated, or supplemented from time to time, the "Loan

Agreement"), by and among Grantor, the financial institutions from time to time party thereto as lenders

and Grantee.

This Grant has been granted in conjunction with the security interest granted to the Grantee under

the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted

herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by

reference. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the

meaning given to them in the Loan Agreement. In the event that any provisions of this Grant are deemed

to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Grant shall be governed by the laws of the State of New York.

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TRADEMARK REEL: 008382 FRAME: 0906 IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

HILLDUN CORPORATION,

as Grantor

Name: Joshua W. Kapelman

Title: Executive Vice President & Secretary

ACKNOWLEDGED AND ACCEPTED:

VALLEY NATIONAL BANK,

as Grantee

By: Kristina Salvo
Title: Vice President

[Signature Page to Grant of Security Interest in United States Trademarks]

**TRADEMARK** REEL: 008382 FRAME: 0908

# SCHEDULE A

# U.S. Federal Trademark

Trademark	Serial No.	Date of Application/Registration	Reg. No.
H HILLDUN	97363069	05/23/2023	7061415

3868486.4

Schedule A to Grant of Security Interest in United States Trademarks

TRADEMARK

RECORDED: 03/28/2024 REEL: 008382 FRAME: 0909