


Form PTO-1554 (Rev. 06/04)  
OMB Collection 0651-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### 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.

<b>1. Name of conveying party(ies)/Execution Date(s):</b> <p style="text-align: center;">BHPC Associates, LLC</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other: <u>limited liability company</u></p> <p>Citizenship (see guidelines) <u>Delaware</u>  Execution Date(s) <u>August 10, 2015</u>  Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Israel Discount Bank of New York</u> Internal Address: _____ Street Address: <u>511 Fifth Avenue</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10017</u>
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Trademark Collateral Assignment and Security Agreement</u>	<input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship <input checked="" type="checkbox"/> Other <u>Bank</u> <input checked="" type="checkbox"/> Citizenship <u>USA</u> If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO	
Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)</b> SEE SCHEDULE A ANNEXED HERETO	
<b>5. Name address of party to whom correspondence concerning document should be mailed:</b> Name: <u>CT Lien Solutions</u> Internal Address: <u>Attn: Susan O'Brien</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>NY</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsa@bany@wolterskluwer.com</u>	<b>6. Total number of applications and registrations involved:</b> <input checked="" type="checkbox"/> 10 <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> <u>\$265.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <b>8. Payment Information:</b> a. Credit Card                      Last 4 Numbers <u>0974</u> Expiration Date <u>6/17</u> b. Deposit Account Number _____ Authorized User Name: _____
<b>9. Signature:</b>  Signature <u>11/11/15</u> Date <p style="text-align: center;">Ikhwan A. Rafeek Name of Person Signing</p> Total number of pages including cover sheet, attachments, and document: <input checked="" type="checkbox"/> 7	

OP \$265.00 77464468

Documents to be recorded (including cover sheet) should be faxed to (703) 505-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450 Alexandria, VA 22313-1450

3847614.1

**SCHEDULE A**  
**TO**  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

<b>Country</b>	<b>Serial No.</b>	<b>Registered</b>	<b>Registration No.</b>	<b>Status</b>
United States	77464468			Pending
United States	73734769	7/11/1989	1547468	Registered
United States	76513521	6/22/2004	2855713	Registered
United States	74715704	8/26/1997	2091892	Registered
United States	73568042	2/17/1987	1429311	Registered
United States	75162739	8/11/1998	2181220	Registered
United States	74558586	12/29/1998	2214846	Registered
United States	74209022	2/9/1993	1751058	Registered
United States	74209008	12/14/1993	1810818	Registered
United States	74430340	1/9/1996	1947244	Registered

**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "**Agreement**") is made this 17 day of June, 2015 between **BHPC ASSOCIATES, LLC** ("**Borrower**"), having its chief executive office at 1370 Broadway, Suite 901, New York, New York 10018 and **ISRAEL DISCOUNT BANK OF NEW YORK** ("**IDB**"), having a place of business at 511 Fifth Avenue, New York, New York 10017.

**WITNESSETH:**

**WHEREAS**, IDB has entered or is about to enter into certain financing arrangements with Borrower pursuant to that certain Line Letter dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "**Financing Agreement**"), pursuant to which IDB may purchase accounts and may make loans and advances and provide other financial accommodations to Borrower, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Financing Agreement, and the Ancillary Documents (as defined in the Financing Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "**Financing Documents**"); and

**WHEREAS**, in order to induce IDB to enter into the Financing Agreement and the other Financing Documents and to purchase accounts and make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to IDB certain collateral security as set forth herein;

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. **DEFINED TERMS**

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Financing Agreement.

2. **GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to IDB, for itself and its affiliates, a security interest in and a general lien upon, and a conditional assignment of, all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "**Collateral**"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Borrower's business symbolized by the foregoing

3713160.2

or connected therewith, and (vi) all of Borrower's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Borrower in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Borrower, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the IDB's rights under the Financing Documents.

### 3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to IDB pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Borrower to IDB or to any affiliate of IDB. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future borrowers of IDB, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all other amounts charged or chargeable to Borrower's account under the Financing Agreement, whether arising under this Agreement, the other Financing Documents or by operation of law and whether incurred by Borrower as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

### 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to IDB the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by IDB to Borrower under the Financing Documents:

(a) Borrower shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's sole expense, perform all acts and execute all documents necessary or, in IDB's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to

maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 4(c) below.

(c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of IDB, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by IDB to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's sole expense, promptly perform all acts and execute all documents requested at any time by IDB to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes IDB to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by IDB or as otherwise determined by IDB. Borrower further authorizes IDB to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Borrower does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any Trademark Licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to IDB five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to IDB's exercise of the rights and remedies granted to IDB hereunder.

(g) IDB may, in its sole and absolute discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by IDB to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to IDB for any such payment, which payment shall be deemed an advance by IDB to Borrower, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Borrower to IDB set forth in the Financing Agreement and shall be part of the Obligations secured hereby.

(h) Borrower shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Borrower has given IDB thirty (30) days prior written notice of such action. If, after the date hereof, Borrower shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of IDB, Borrower shall promptly execute and deliver to IDB any and all assignments, agreements, instruments, documents and such other papers as may be

requested by IDB to evidence the security interests in and conditional assignment of such Trademark in favor of IDB.

(i) Borrower has not abandoned any of the Trademarks and Borrower shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Borrower shall notify IDB immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Borrower shall render any assistance, as IDB shall determine is necessary or advisable, to IDB in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect IDB's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to IDB, including the validity, priority or perfection of the security interest granted herein or the remedies of IDB hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Borrower shall promptly notify IDB if Borrower (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by IDB, Borrower, at Borrower's sole expense, shall join with IDB in such action as IDB, in IDB's sole and absolute discretion, may deem advisable for the protection of IDB's interest in and to any or all of the Trademarks.

(l) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies and holds IDB harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Borrower (or any affiliate or licensee thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Borrower (or any affiliate or licensee thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Financing Agreement.

(m) Borrower shall promptly pay IDB for any and all expenditures made by IDB pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Borrower to IDB set forth in the Financing Agreement and shall be part of the Obligations secured hereby.

## 5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of IDB, whether provided under this Agreement, the Financing Agreement, the other Financing Documents, applicable law or otherwise, IDB shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) IDB may require that neither Borrower nor any affiliate of Borrower make any use of the Trademarks for any purpose whatsoever. IDB may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to IDB by Borrower or any affiliate of Borrower or for such other reason as IDB may determine.

(b) IDB may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as IDB shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries. IDB may cause all licensees to pay all royalty payments and other obligations due under any Trademark License to IDB for application to the Obligations. Borrower shall cooperate with and assist IDB with any effort by IDB to collect royalty payments and other obligations owing under the Trademark Licenses from the licensees thereunder.

(c) IDB may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. IDB shall have the power to buy (including, without limitation, by credit bid) the Collateral or any part thereof, and IDB shall also have the power to execute assurances and perform all other acts which IDB may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, IDB may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 4(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay IDB on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Borrower agrees that IDB has no obligation to preserve rights to the Trademarks against any other parties.

(e) IDB may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by IDB. Thereafter, IDB may apply any remaining proceeds to such of the Obligations as IDB may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Borrower shall remain liable for any such deficiency and shall pay IDB on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrower to IDB set forth in the Financing Agreement.

(f) Borrower shall supply to IDB or to IDB's designee, Borrower's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring IDB to take any such action at any time. All of IDB's rights and remedies, whether provided under this Agreement, the Financing Agreement, the other Financing Documents, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Borrower and IDB expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Borrower and IDB irrevocably waive all claims, obligations and defenses that Borrower or IDB, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of IDB to bring proceedings against Borrower in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) IDB AND BORROWER DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Borrower waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) IDB shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on IDB that the losses were the result of IDB's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (a) by hand, (b) by certified mail, return receipt requested, or (c) by recognized overnight courier service, to the other party at the address set forth on the signature page hereto, or to such other addresses as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (i) the day of hand delivery, (ii) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (iii) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or



document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

(c) IDB shall have the right to assign this Agreement; Borrower shall have no right to assign this Agreement; and this Agreement, the other Financing Documents and any other document referred to herein shall inure to the benefit of and shall bind IDB and Borrower and their respective successors and assigns.

(d) No failure or delay by IDB in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. IDB's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which IDB may have. No waiver by IDB will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.


(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a writing executed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(g) This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when IDB has received counterparts bearing the signatures of all parties hereto. Delivery of an executed signature page by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, Borrower and IDB have executed this Agreement as of the day and year first above written.

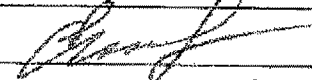
**BHPC ASSOCIATES, LLC**

By:   
Name: DAVID HADDAD  
Title: MEMBER

Address: 1370 Broadway, Suite 901  
New York, New York 10018

**ISRAEL DISCOUNT BANK OF NEW YORK**

By:   
Name: Irene Spector  
Title: Senior Vice President


By:   
Name: Katia (Ekaterina) Evenko  
Title: Vice President

Address: 511 Fifth Avenue  
New York, New York 10017

STATE OF New York )  
COUNTY OF New York ) ss.:

On the 10<sup>th</sup> day of August in the year 2015, before me, the undersigned, personally appeared DAVID HADDAD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CAROLYN CAMACHO  
Notary Public, State of New York  
No. 01CA6148808  
Qualified in Richmond County  
Commission Expires Dec. 20, 2018

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.





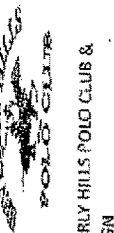
\_\_\_\_\_  
Notary Public

**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**


**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,  
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

ATTACHED

BHPCL INDUSTRIES

Trademark	Matter Number	Class	Filing Date	SN	RN DT	RN	Goods/ Services	Status	Country
 BEVERLY HILLS POLO CLUB & DESIGN	2938-500	35	5/2/2008	77464468			Retail store services featuring apparel, shoes, outerwear, accessories, jewelry, fragrances, personal care products and cosmetics, luggage, housewares, ophthalmic eyewear; and leather goods	Pending	USA
BHPC	2938-501	25	6/17/1988	73734769	7/11/1989	1547468	MEN'S, WOMEN'S AND CHILDREN'S APPAREL, NAMELY T-SHIRTS, LEOTARDS, VISORS, AND SWEATSHIRTS	Registered	USA
BEVERLY HILLS POLO CLUB	2938-502	18; 24; 25	5/12/2003	76513521	6/22/2004	2855713	18: Tote bags and handbags 24: Towels 25: Clothing for men, women and children, namely T-shirts, sweatshirts, sweat suits, sweaters, shirts, pants, shorts, tops, underwear, caps, jackets, leotards, dresses, ponchos, neckties, bathrobes, nightgowns, pajamas and swimwear	Registered	USA
 BEVERLY HILLS POLO CLUB & design	2938-503	3	8/15/1995	74715704	8/26/1997	2091892	perfume, shower gel, deodorants and antiperspirants and aftershave lotions	Registered	USA
 BEVERLY HILLS POLO CLUB & design	2938-504	25	11/12/1985	73568042	2/17/1987	1429311	CLOTHING FOR MEN, WOMEN AND CHILDREN- NAMELY SHIRTS, SWEATSHIRTS, SWEAT SUITS, SWEATERS, T-SHIRTS, PANTS, UNDERWEAR, CAPS, JACKETS	Registered	USA
 BEVERLY HILLS POLO CLUB & design	2938-505	18	9/9/1996	75162739	8/11/1998	2181220	LUGGAGE	Registered	USA
 BEVERLY HILLS POLO CLUB & DESIGN	2938-506	25	8/8/1994	74558586	12/29/1998	2214846	footwear, namely shoes, boots, slippers, athletic shoes, and golf shoes	Registered	USA

BPTC IDENTIFICATIONS

Trademark	Matter Number	Class	Filing Date	SN	RN DT	RN	Goods/ Services	Status	Country
 BEVERLY HILLS POLO CLUB & DESIGN	2938-507	9, 14, 18, 24, 25	10/1/1991	74209022	3/9/1993	1751058	09: ophthalmic eyewear, namely, eyeglass frames, lenses, chains, and cases; eyeglasses; and sunglasses 14: watches 18: wallets, umbrellas, and small leather goods; namely, credit card cases, key cases, and coin purses 24: beach towels, bath towels, table linens and textile placemats, and bed and bath accessories; namely, fabric toilet seat covers 25: clothing for men, women and children; namely, shirts, sweatshirts, sweaters, tee shirts, caps, hats, jackets, dresses, socks, hosiery, raincoats and outerwear; namely, coats and jackets, and belts	Registered	USA
BEVERLY HILLS ATHLETIC CLUB	2938-508	24, 25	10/1/1991	74209008	12/14/1993	1810818	24: beach towels, bath towels, and bed linens 25: clothing for men, women and children; namely, shirts, sweatshirts, sweaters, tee shirts, pants, underwear, caps, hats, dresses, socks, hosiery, belts, sleepwear, intimate apparel; namely, lingerie, loungewear and foundation garments, and outerwear; namely, jackets and coats	Registered	USA
BEVERLY HILLS POLO CLUB BEVERLY HILLS POLO CLUB & DESIGN	2938-509	25	8/27/1993	74430340	1/9/1996	1947244	ties, intimate apparel, namely bras, bustiers, camisoles, lingerie, panties, and loungewear; sleepwear; bodywear, namely bathing suits, body shepers, and body suits; and footwear, namely shoes, boots, slippers, athletic shoes, and golf shoes	Registered	USA
	2938-510AT		11/30/1989	578780	4/5/1990	130899		Registered	Austria

**SCHEDULE B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

Trademark Agreement dated as of August 31, 2007 by and between Borrower and A Classic Time Watch Co. Inc.

License Agreement dated January 1, 2013 by and between Borrower and Aquarius Ltd.

Trademark Agreement dated as of April 1, 2013 by and between Borrower and A.W. Chang Corporation

License Agreement dated as of January 1, 2009 by and between Borrower and JDL Fragrance Inc.

Trademark Agreement dated as of June 1, 2009 by and between Borrower and Extreme Linen Inc.

License Agreement dated January 1, 2010 by and between Borrower and Preger & Wertenteil, Inc., d/b/a Gold Medal International

License Agreement dated as of February 1, 2014 by and between Borrower and L-5 Inc.

License Agreement dated as of April 29, 2011 by and between Borrower and Style-Rite Optical Mfg. Co., Inc.

License Agreement dated as of October 1, 2013 by and between Borrower and Oceanic Trading Co. Inc.

License Agreement dated as of January 1, 2012 by and between Borrower and Scheer Inc.

License Agreement dated as of October 1, 2013 by and between Borrower and Sun Fashions Inc.

License Agreement dated as of January 1, 2013 by and between Borrower and Fashion Options Inc.

License Agreement dated as of March 1, 2011 by and between Borrower and Kidz Concepts, LLC

Trademark License Agreement dated as of January 3, 2012 by and between Borrower and Maverick Apparel LLC

License Agreement dated as of January 1, 2013 by and between Borrower and Sasha Handbags Inc.

Trademark Agreement dated as of October 1, 2008 by and between Borrower and Trans Pacific Wholesale Inc.

License Agreement dated as of October 1, 2012 by and between Borrower and Allura Imports, Inc.

License Agreement dated as of March 1, 2014 by and between Borrower and S.A. & E. International Bags and Accessories, LLC

in each case, as amended, restated, renewed, extended, supplemented, substituted or otherwise modified from time to time

3713160.2

**TRADEMARK  
REEL: 005671 FRAME: 0430**

EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK        )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

KNOW ALL MEN BY THESE PRESENTS, that BHPC ASSOCIATES, LLC ("Borrower"), having an office at 1370 Broadway, Suite 901, New York, New York 10018, hereby appoints and constitutes ISRAEL DISCOUNT BANK OF NEW YORK, IDB FACTORS DIVISION ("IDB"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which IDB, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Borrower and IDB (the "Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which IDB, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by IDB.

*ALLIST*  
Dated: ~~June 10~~, 2015

BHPC ASSOCIATES, LLC

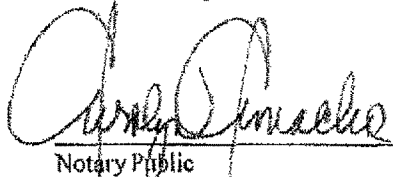
By: *David Elshadd*  
Name: DAVID ELSHADD  
Title: MEMBER



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 10<sup>th</sup> day of August in the year 2015, before me, the undersigned, personally appeared BHPC ASSOCIATES, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CAROLYN CAMACHO  
Notary Public, State of New York  
No. 01CA6148806  
Qualified in Richmond County  
Commission Expires Dec. 20, 2018

  
\_\_\_\_\_  
Notary Public

## FAX COVER SHEET

---

TO

---

COMPANY

---

FAXNUMBER 15712730140

---

FROM CLS-CTLS AlbanyFax

---

DATE 2015-11-12 09:00:12 EST

---

RE Trademark Filing

---

### COVER MESSAGE

---

Angela Brown  
Team Member

[a feedback]<<https://panel175.panelpulse.com/R.aspx?a=414&as=Wy1qB7zN9y>>

CTLiens Solutions, a Wolters Kluwer Company  
187 Wolf Road, Ste. 101  
Albany, NY 12205

Phone: 800-342-3676x4063  
Fax: 800-962-7049

[angela.brown@wolterskluwer.com](mailto:angela.brown@wolterskluwer.com)<<mailto:angela.brown@wolterskluwer.com>>  
[www.ctliensolutions.com](http://www.ctliensolutions.com/)<<http://www.ctliensolutions.com/>>

VISIT OUR INDUSTRY BLOG! <http://ctls.typepad.com>

Feedback