

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Yard IP Holdings LLC		05/16/2017	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Israel Discount Bank of New York		
<b>Street Address:</b>	511 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4745878	THE YARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	634768		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	05/17/2017		
<b>Total Attachments: 4</b>			
source=5-17-17 The Yard IP Holdings-TM#page1.tif			
source=5-17-17 The Yard IP Holdings-TM#page2.tif			
source=5-17-17 The Yard IP Holdings-TM#page3.tif			
source=5-17-17 The Yard IP Holdings-TM#page4.tif			

CH \$40.00 4745878

**GRANT OF SECURITY INTEREST (TRADEMARKS)**

Dated: May 16, 2017

The undersigned, **THE YARD IP HOLDINGS LLC**, a New York limited liability company (the "Grantor"), is obligated to **ISRAEL DISCOUNT BANK OF NEW YORK** (the "Secured Party") under (i) the Corporate Guaranty Agreement, dated as of May 16, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time), by and among the Grantor, certain of its Affiliates from time to time party thereto (collectively with the Grantor, the "Guarantors"), and the Secured Party, and (ii) the Guarantor Security Agreement, dated as of May 16, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Guarantors and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

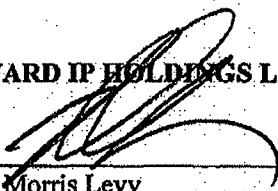
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 511 Fifth Avenue, New York, New York 10017.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the date first set forth above.

**THE YARD IP HOLDINGS LLC**

By:   
Name: Morris Levy  
Title: Authorized Signatory

Signature Page to Grant of Security Interest (Trademarks)

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

On the 12<sup>th</sup> day of May in the year 2017 before me, the undersigned, personally appeared MORRIS LEVY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

My Commission Expires:

3/3/2018

DAVID YEDID  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02YE62979707  
Qualified in Kings County  
My Commission Expires March 03, 2018

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**by The Yard IP Holdings LLC**  
**Dated May 16, 2017**

<b>Serial No.</b>	<b>Reg No.</b>	<b>Mark</b>	<b>International Class</b>	<b>Registration Date</b>
85810705	4745878	THE YARD	36	June 2, 2015