# OP \$90.00 87741578

ETAS ID: TM504269

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANZA LLC		12/21/2018	Limited Liability Company: MICHIGAN
Virginia Park LLC		12/21/2018	Limited Liability Company: MICHIGAN

#### **RECEIVING PARTY DATA**

Name:	Israel Discount Bank of New York	
Street Address:	511 Fifth Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	
Entity Type:	Association: UNITED STATES	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	87741578	BANZA
Registration Number:	5289420	BANZA
Registration Number:	4770467	BANZA

#### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

**Address Line 1:** 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Robin Riley	
SIGNATURE:	/Robin Riley/	
DATE SIGNED:	01/03/2019	

**Total Attachments: 7** 

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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.			
1. Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)		
BANZA LLC	Additional names, addresses, or citizenship attached?		
	Name: Israel Discount Bank of New York		
☐ Individual(s) ☐ Association	Internal Address:		
☐General Partnership ☐Limited Partnership	Street Address: 511 Fifth Avenue		
☐ Corporation ☐Limited Liability Company	City: New York		
Citizenship: MI	State: NY		
Execution Date(s): December 21, 2018	Country: <u>USA</u> Zip: <u>10017</u>		
Additional names of conveying parties attached? ⊠Yes □No	☑ Association Citizenship:		
3. Nature of conveyance:	☐ General Partnership Citizenship:		
•	☐ Limited Partnership Citizenship:		
☐ Assignment ☐ Merger	Corporation Citizenship:		
☐ Security Agreement ☐ Change of Name	☐ Other LLC Citizenship: USA		
☑ Other: Trademark Security Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and ident			
A. Trademark Application No.(s) See Attached Schedule 1	B. Trademark Registration No.(s) See Attached Schedule 1 Additional sheet(s) attached? ☑ Yes ☐ No		
C. Identification or Description of Trademark(s) (and Filing Date if	Application or Registration Number is unknown)		
5. Name address of party to whom correspondence concerning document should be mailed: Name: Robin Riley	6. Total number of applications and registrations involved: 3		
Internal Address: Otterbourg P.C.	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$  Authorized to be charged by credit card		
Street Address: 230 Park Avenue	☐ Authorized to be charged to deposit account		
City: New York	☐ Enclosed		
State: <u>NY</u> Zip: <u>10169</u>	8. Payment Information:     a. Credit Card		
Phone Number: <u>212-905-3705</u>	Expiration Date		
Fax Number:	b. Deposit Account Number		
Email Address: rriley@otterbourg.com	Authorized User Name:		
9. Signature: Roll Billy Signature	<u>December 26, 2018</u> Date		
Robin Riley Name of Person Signing	Total number of pages including cover sheet, attachments, and document: <sub>7</sub>		

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ITEM 1 (cont'd) to Trademarks Recordation Form Cover Sheet

### **Additional Parties**

Entity	Jurisdiction of Organization	Type of Entity	Citizenship
Virginia Park LLC	Michigan	Limited Liability Company	USA-Michigan

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of December 21, 2018, is made by BANZA LLC, a Michigan limited liability company ("Banza"), VIRGINIA PARK LLC, a Michigan limited liability company ("Virginia Park" and, together with Banza, individually and collectively, jointly and severally, "Grantor") in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("Bank"), located at 511 Fifth Avenue, New York, New York 10017.

WHEREAS, Grantor has entered into a Credit Agreement dated as of December 21, 2018 (the "Credit Agreement"), with the Bank;

WHEREAS, as a condition precedent to the making of loans by Bank under the Credit Agreement, each Grantor has executed and delivered to Bank that certain Security Agreement dated as of December 21, 2018 (the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to Bank a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with Bank as follows:

- 1. Grant of Security. Each Grantor hereby pledges and grants to Bank a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):
- (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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- **2. Recordation**. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.
- 3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
- 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- **5. Successors and Assigns**. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- **Governing Law**. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANZA LLC
By: Scatt Rush
Name: Scott Rudolph
Title: CFO
Address for Notices:
26 Broadway New York, NY 10004
VIRGINIA PARK LLC
BY: Scott RADL
Name: Scott Rudolph
Title: CFO
Address for Notices:
26 Broadway

New York, NY 10004

[Signature page to Trademark Agreement]

TRADEMARK
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Bv:	OUNT BANK C	Varia-
Name:	Violta	Ramnani
Title:		r Vice President
By: M	all a	
Name:	Mark P. I Senior V	Reiner ce President
Title:		oo i resident

511 Fifth Avenue New York, NY 10017

[Signature page to Trademark Agreement]

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SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

	Serial Number	Reg. Number	Word Mark
1	87741578	n/a	BANZA
2	87280951	5289420	BANZA
3	86976456	4770467	BANZA

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**RECORDED: 01/03/2019** 

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