

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USPA ACCESSORIES LLC		12/21/2018	Limited Liability Company: NEW YORK
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:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5402284	EMOJINUITY	
Registration Number:	4848065	PRNCPL PRJCT	
Registration Number:	4050487	GRANULE	
Registration Number:	3889981	GRANULE	
Registration Number:	3289458	FLAIR HAIR	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	james.murray@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:	01/10/2019		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of December 21, 2018, is made by USPA ACCESSORIES LLC, a New York limited liability company (the "**Grantor**") in favor of ISRAEL DISCOUNT BANK OF NEW YORK ("**Secured Party**").

WHEREAS, the Grantor has entered into a Factoring Agreement, dated as of December 21, 2018 (as the same now exists and may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "**Factoring Agreement**"), between the Grantor and Secured Party; and

WHEREAS, under the terms of the Factoring Agreement, the Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of the 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, the Grantor agrees with Secured Party as follows:

1. Grant of Security Interest. The Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of the 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 the 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.

2. Recordation. The 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 Factoring Agreement, which is hereby incorporated by reference. The provisions of the Factoring Agreement shall supersede and control over any conflicting or inconsistent provision

herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Factoring 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.

6. 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]

IN WITNESS WHEREOF, the 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.

USPA ACCESSORIES LLC

By: _____

Name: Sam Hafit

Title: Managing Member

Address for Notices:

1411 Broadway, 7th Floor
New York, New York 10018

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address for Notices:

511 Fifth Avenue
New York, NY 10017

IN WITNESS WHEREOF, the 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.

USPA ACCESSORIES LLC

By: _____

Name: _____

Title: _____

Address for Notices:

1411 Broadway, 7th Floor
New York, New York 10018

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK

By: _____

Name: **Jason M. Goldberg**

Title: **Senior Vice President**

By: _____

Name: **Mark P. Reiner**

Title: **Senior Vice President**

Address for Notices:

511 Fifth Avenue
New York, NY 10017

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

	Serial Number	Reg. Number	Word Mark
1	87002976	5402284	EMOJINUITY
2	86976963	4848065	PRNCPL PRJCT
3	85116822	4050487	GRANULE
4	85024046	3889981	GRANULE
5	76670596	3289458	FLAIR HAIR