OP \$140.00 540228

ETAS ID: TM505433

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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:	te/Country: NEW YORK	
Postal Code:	ostal Code: 10017	
Entity Type:	ntity 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

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: 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

TRADEMARK REEL: 006522 FRAME: 0220

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source=USPA - USPA Accessories Trademark Security Agreement with Cover Page#page1.tif source=USPA - USPA Accessories Trademark Security Agreement with Cover Page#page2.tif source=USPA - USPA Accessories Trademark Security Agreement with Cover Page#page3.tif source=USPA - USPA Accessories Trademark Security Agreement with Cover Page#page4.tif source=USPA - USPA Accessories Trademark Security Agreement with Cover Page#page5.tif source=USPA - USPA Accessories Trademark Security Agreement with Cover Page#page6.tif

TRADEMARK REEL: 006522 FRAME: 0221

RECORDATION FORM COVER SHEET TRADEMARKS ONLY			
1. Name of conveying party(ies)/Execution Date(s):	e record the attached documents or the new address(es) below. 2. Name and address of receiving party(ies)		
USPA ACCESSORIES LLC	☐ Yes Additional names, addresses, or citizenship attached?		
	Name: <u>Israel Discount Bank of New York</u>		
☐ Individual(s) ☐ Association	Internal Address:		
General Partnership	Street Address: 511 Fifth Avenue		
Corporation			
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	City: New York		
Citizenship: NY	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:		
Assignment Merger	☐ Limited Partnership Citizenship:		
Security Agreement Change of Name	☐ Corporation Citizenship:		
	☐ Other <u>Bank</u> Citizenship: <u>USA</u>		
☑ 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 identification or description of the Trademark.			
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 i	f Application or Registration Number is unknown)		
5. Name address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: 5		
Name: Robin Riley			
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:		
Phone Number: 212-905-3705	a. Credit Card Last 4 Numbers Expiration Date		
	b. Deposit Account Number		
Fax Number:	Authorized User Name:		
Email Address: rriley@otterbourg.com	Additionzed User Name.		
9. Signature: Rolley Signature			
Robin Riley	Total number of pages including cover sheet, attachments, and document: 6		

Name of Person Signing

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

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

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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.
- **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, 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:
	Address for Notices: 1411 Broadway, 7th Floor New York, New York 10018
Agreed to and accepted:	
ISRAEL DISCOUNT BANK OF NEW YORK	
Ву:	manana saadin saa
Name:	
Title:	
Ву:	
Name:	
Title:	
Address for Notices:	
511 Fifth Avenue	

New York, NY 10017

TRADEMARK
REEL: 006522 FRAME: 0225

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

Ву:	
Name: _	the state of the s
Title:	
	^
Address	for Notices:
1411 Bro	adway, 7th Floor
New Yor	k, New York 10018

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK

Ву: ____

Name:

Jason M. Goldberg Senior Vice President

Title:

6. .

Mark P. Reiner

Name: _

Senior Vice President

Title:

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

TRADEMARK REEL: 006522 FRAME: 0227

RECORDED: 01/10/2019