# OP \$140.00 403241

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM505606

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CONCEPT THREE 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:	4032415	В
Registration Number:	4161700	BLOCK HEADWEAR
Registration Number:	4264948	BLOCK HEADWEAR
Registration Number:	4266075	BLOCK HEADWEAR
Registration Number:	2734012	В

## **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:	01/11/2019

**Total Attachments: 6** 

TRADEMARK
REEL: 006522 FRAME: 0887

900481230

source=USPA - Concept Three LLC Trademark Security Agmt witn Cover Page#page1.tif	
source=USPA - Concept Three LLC Trademark Security Agmt witn Cover Page#page2.tif	
source=USPA - Concept Three LLC Trademark Security Agmt witn Cover Page#page3.tif	
source=USPA - Concept Three LLC Trademark Security Agmt witn Cover Page#page4.tif	
source=USPA - Concept Three LLC Trademark Security Agmt witn Cover Page#page5.tif	
source=USPA - Concept Three LLC Trademark Security Agmt witn Cover Page#page6.tif	

TRADEMARK
REEL: 006522 FRAME: 0888

RECORDATION FORM COVER SHEET TRADEMARKS ONLY		
	se 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)	
CONCEPT THREE 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	City: New York	
⊠Limited Liability Company		
Citizenship: NY	State: <u>NY</u>	
Execution Date(s): December 21, 2018	Country: <u>USA</u> Zip: <u>10017</u>	
Additional names of conveying parties attached? ☐Yes ☒No		
3. Nature of conveyance:	☐ General Partnership Citizenship:	
Assignment Merger	☐ Limited Partnership Citizenship:	
Security Agreement Change of Name	☐ Corporation Citizenship:	
	Other Bank Citizenship: USA	
☑ Other: Trademark Security Agreement	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No	
4. Application number(s) or registration number(s) and ident	(Designations must be a separate document from assignment) ification 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	6. Total number of applications and	
concerning document should be mailed:	registrations involved: 5	
Name: Robin Riley	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	
Internal Address: Otterbourg P.C.	Authorized to be charged by credit card	
Street Address: 230 Park Avenue	☐ Authorized to be charged to deposit account ☐ Enclosed	
City: New York	8. Payment Information:	
State: <u>NY</u> Zip: <u>10169</u>	a. Credit Card Last 4 Numbers	
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: Reference Signature	December 28, 2018  Date  Total number of pages including cover	
Robin Riley	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 CONCEPT THREE 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 Security 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 "Security Agreement"), between the Grantor, certain of the Grantor's affiliates and Secured Party; and

WHEREAS, under the terms of the Security 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 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.

5520591.2

The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

- **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]

2

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.

	CONCEPT THREE LLC
	By:
	Address for Notices:
	1411 Broadway, 7th Floor New York, New York 10018
Agreed to and accepted:	,
ISRAEL DISCOUNT BANK OF NEW YORK	
- Tr	
By:	
Name:	
CE CONSTRUCTION OF THE PROPERTY OF THE PROPERT	and the second s
Ву;	
Name:	
Title:	<del></del>
Address for Notices:	
511 Fifth Avenue New York, NY 10017	

TRADEMARK
REEL: 006522 FRAME: 0892

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.

	Ву:
W. T.	Name:
	Title:
	Address for Notices;
	1411 Broadway, 7th Floor New York, New York 10018

By: Jeson M. Goldberg
Senior Vice President

Title:

Mark P. Reiner
Senior Vice President

Address for Notices:

Title:

511 Fifth Avenue New York, NY 10017

> TRADEMARK REEL: 006522 FRAME: 0893

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

	1	<b>↓</b>
85031751	4032415	В
85026822	4161700	BLOCK HEADWEAR
85026821	4264948	BLOCK HEADWEAR
77868369	4266075	BLOCK HEADWEAR
76352693	2734012	В
	85026822 85026821 77868369	85026822 4161700 85026821 4264948 77868369 4266075

TRADEMARK REEL: 006522 FRAME: 0894

**RECORDED: 01/11/2019**