

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513267

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Assignment and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACCESSORY INNOVATIONS, LLC		01/30/2019	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: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87703234	COZY TECH	
<b>Serial Number:</b>	87398362	EMOJINATION	
<b>Serial Number:</b>	87979211	MEOWGICAL	
<b>Serial Number:</b>	87979499	MEOWGICAL	
<b>Serial Number:</b>	87920541	MEOWGICAL	
<b>Serial Number:</b>	87427673	PACKZ	
<b>Registration Number:</b>	5639871	EMOJINATION	
<b>Serial Number:</b>	87596802	MEOWGICAL	
<b>Serial Number:</b>	87181672	EMOJINATION	
<b>Registration Number:</b>	5565882	EMOJINATION	
<b>Registration Number:</b>	5565851	EMOJINATION	
<b>Serial Number:</b>	87372460	EMOJINATION	
<b>Serial Number:</b>	87795372	YALKOOT	
<b>Registration Number:</b>	5510087	EMOJINATION	
<b>Registration Number:</b>	5455305	EMOJINATION	
<b>Serial Number:</b>	87325674	EMOJINATION	
<b>Serial Number:</b>	86757745	EMOJINATION	
<b>Serial Number:</b>	86735918	EMOJINATION	
<b>Registration Number:</b>	5433969	EMOJINATION	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5433968	EMOJINATION
Registration Number:	5111382	EMOJINATION
Registration Number:	5097356	EMOJINATION
Registration Number:	4961689	EMOJINATION
Registration Number:	4857021	EMOJINATION
Registration Number:	4745264	EMOJINATION
Registration Number:	5281576	NAILHEAD
Registration Number:	5195892	EMOJINATION
Serial Number:	86343143	EMOJINATION
Serial Number:	86327962	FLAPEEZ
Registration Number:	4573537	EMOJINATION
Registration Number:	5119652	EMOJINATION
Registration Number:	3202225	AI ACCESSORY INNOVATIONS
Registration Number:	3410728	ACCESSORY INNOVATIONS
Serial Number:	77010616	SIX STRING

**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:** 8007130755

**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:** Gloria Sheehan

**SIGNATURE:** /Gloria Sheehan/

**DATE SIGNED:** 03/07/2019

**Total Attachments: 16**

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**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 30th day of January, 2019 between ACCESSORY INNOVATIONS, LLC, a New York limited liability company ("Debtor"), having its chief executive office at 33 West 34th Street, Suite 600, New York, NY 10001, and ISRAEL DISCOUNT BANK OF NEW YORK ("IDB"), having a place of business at 511 Fifth Avenue, New York, New York 10017.

**WITNESSETH:**

WHEREAS, IDB has entered or is about to enter into certain financing arrangements with Debtor pursuant to (a) that certain Factoring Agreement dated as of the date hereof (as the same now exists and as may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement"), pursuant to which IDB may purchase accounts and may make loans and advances and provide other financial accommodations to Debtor, and (b) the other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Factoring Agreement and the Ancillary Documents (as defined in the Factoring Agreement), as the same now exist and as may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Documents"); and

WHEREAS, in order to induce IDB to enter into the Factoring Agreement and the other Financing Documents and to purchase Accounts and make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to IDB certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

**1. DEFINED TERMS**

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Factoring Agreement.

**2. GRANT OF SECURITY INTEREST**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to IDB, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising in the United States (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications filed in the United States, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout

the United States (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Debtor in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Debtor in the United States, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the IDB's rights under the Financing Documents.

### **3. OBLIGATIONS SECURED**

The security interest, lien and other interests granted to IDB pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all liabilities, debts and obligations of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under the Factoring Agreement, the other Financing Documents (including, without limitation, this Agreement) or any other agreement or by operation of law, now or hereafter owing by Debtor to IDB or to any affiliate of IDB. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future Debtors of IDB, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Debtor's account under the Factoring Agreement, whether arising under this Agreement, the other Financing Documents or by operation of law and whether incurred by Debtor as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS**

Debtor hereby represents, warrants and covenants with and to IDB the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by IDB to Debtor under the Financing Documents:

- (a) Debtor shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest

and conditional assignment granted hereunder. Debtor shall, at Debtor's sole expense, perform all acts and execute all documents necessary or, in IDB's reasonable discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder; (ii) the licenses permitted under Section 3(e) below; and (iii) the security interest granted to the holders of the Existing Convertible Indebtedness.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of IDB, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by IDB to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's sole expense, promptly perform all acts and execute all documents reasonably requested at any time by IDB to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes IDB to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by IDB or as otherwise determined by IDB. Debtor further authorizes IDB to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office in the United States.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to IDB five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to IDB's exercise of the rights and remedies granted to IDB hereunder.

(g) IDB may, in its reasonable discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by IDB to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to IDB for any such payment, which payment shall be deemed an advance by IDB to Debtor, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Debtor to IDB set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall provide IDB with written notice not more than thirty (30) days after filing any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof. If, after the date hereof, Debtor shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United

States, any State thereof, any political subdivision thereof, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of IDB, Debtor shall promptly execute and deliver to IDB any and all assignments, agreements, instruments, documents and such other papers as may be requested by IDB to evidence the security interests in and conditional assignment of such Trademark in favor of IDB.

(i) Debtor has not abandoned any of the Trademarks material to Debtor's business and Debtor shall not do any act, nor omit to do any act, whereby any of such Trademarks may become invalidated, unenforceable, avoided or avoidable. Debtor shall notify IDB immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks material to Debtor's business may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Debtor shall render any assistance, as IDB shall determine is reasonably necessary or advisable, to IDB in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect IDB's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to IDB, including the validity, priority or perfection of the security interest granted herein or the remedies of IDB hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Debtor shall promptly notify IDB if Debtor (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. Debtor has advised IDB that, from time to time, it has and will continue to challenge infringements upon the Trademarks occurring outside of the United States. If requested by IDB, Debtor, at Debtor's sole expense, shall join with IDB in such action as IDB, in IDB's sole and absolute discretion, may deem advisable for the protection of IDB's interest in and to any or all of the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds IDB harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Debtor (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Debtor (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

(m) Debtor shall promptly pay IDB for any and all expenditures made by IDB pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Debtor to IDB set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

## 5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time during the continuation thereof, in addition to all other rights and remedies of IDB, whether provided under this Agreement, the Factoring Agreement, the other Financing Documents, applicable law or otherwise, IDB shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) IDB may require that neither Debtor nor any affiliate of Debtor make any use of the Trademarks for any purpose whatsoever. IDB may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to IDB by Debtor or any affiliate of Debtor or for such other reason as IDB may reasonably determine.

(b) IDB may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as IDB in its reasonable discretion shall deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) IDB may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. IDB shall have the power to buy the Collateral or any part thereof, and IDB shall also have the power to execute assurances and perform all other acts which IDB may, in its reasonable discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, IDB may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 4(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay IDB on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that IDB has no obligation to preserve rights to the Trademarks against any other parties.

(e) IDB may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by IDB. Thereafter, IDB may apply any remaining proceeds to such of the Obligations as IDB may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Debtor shall remain liable for any such deficiency and shall pay IDB on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Debtor to IDB set forth in the Factoring Agreement.

(f) Debtor shall supply to IDB or to IDB's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.



(g) Nothing contained herein shall be construed as requiring IDB to take any such action at any time. All of IDB's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the other Financing Documents, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

**6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Debtor and IDB expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Debtor and IDB irrevocably waive all claims, obligations and defenses that Debtor or IDB, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of IDB to bring proceedings against Debtor in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) IDB AND DEBTOR DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Debtor waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) IDB shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on IDB that the losses were the result of IDB's acts or omissions constituting gross negligence or willful misconduct.

**7. MISCELLANEOUS**

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth on the signature page hereto, or to such other addresses as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (i) the day of hand delivery, (ii) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (iii) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

(c) IDB shall have the right to assign this Agreement; Debtor shall have no right to assign this Agreement; and this Agreement, the other Financing Documents and any other document referred to herein shall inure to the benefit of and shall bind IDB and Debtor and their respective successors and assigns.

(d) No failure or delay by IDB in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. IDB's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which IDB may have. No waiver by IDB will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Debtor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.


(g) This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall

become effective when IDB has received counterparts bearing the signatures of all parties hereto. Delivery of an executed signature page by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and IDB have executed this Agreement as of the day and year first above written.

**ACCESSORY INNOVATIONS, LLC**

By:   
Name: Ralph Dreck  
Title: President

Address: 33 West 34<sup>th</sup> Street, Suite 600  
New York, NY 10001

**ISRAEL DISCOUNT BANK OF NEW YORK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 511 Fifth Avenue, 13<sup>th</sup> Floor  
New York, New York 10017

{Signature page to Trademark Agreement}

IN WITNESS WHEREOF, Debtor and IDB have executed this Agreement as of the day and year first above written.

**ACCESSORY INNOVATIONS, LLC**

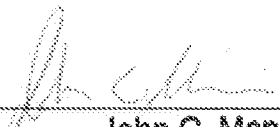
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 33 West 34<sup>th</sup> Street, Suite 600  
New York, NY 10001

**ISRAEL DISCOUNT BANK OF NEW YORK**

By:  \_\_\_\_\_

Name: **John C. Manini**  
**First Vice President**

Title: \_\_\_\_\_

By:  \_\_\_\_\_

Name: **Mark P. Reiner**

Title: **Senior Vice President**

Address: 511 Fifth Avenue, 13<sup>th</sup> Floor  
New York, New York 10017

[Signature page to Trademark Agreement]

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS, REGISTERED SERVICE MARKS  
AND SERVICE MARK APPLICATIONS

Serial Number	Reg. Number	Word Mark
87703234		COZY TECH
87398362		EMOJINATION
87979211		MEOWGICAL
87979499		MEOWGICAL
87920541		MEOWGICAL
87427673		PACKZ
87979093	5639871	EMOJINATION
87596802		MEOWGICAL
87181672		EMOJINATION
87798571	5565882	EMOJINATION
87797849	5565851	EMOJINATION
87372460		EMOJINATION
87795372		YALKOOT
87977635	5510087	EMOJINATION
87977046	5455305	EMOJINATION
87325674		EMOJINATION
86757745		EMOJINATION
86735918		EMOJINATION
86983574	5433969	EMOJINATION
86983573	5433968	EMOJINATION
86980912	5111382	EMOJINATION
86980518	5097356	EMOJINATION
86978665	4961689	EMOJINATION

Serial Number	Reg. Number	Word Mark
86977443	4857021	EMOINATION
86976099	4745264	EMOINATION
86374456	5281576	NAILHEAD
86050709	5195892	EMOINATION
86343143		EMOINATION
86327962		FLAPEEZ
85981844	4573537	EMOINATION
85868752	5119652	EMOINATION
78943523	3202225	AI ACCESSORY INNOVATIONS
78833159	3410728	ACCESSORY INNOVATIONS
77010616		SIX STRING

EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

TRADEMARK LICENSES

On file with IDB.



EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that ACCESSORY INNOVATIONS, LLC ("Debtor"), having its chief executive office at 33 West 34th Street, Suite 600, New York, NY 10001, hereby appoints and constitutes ISRAEL DISCOUNT BANK OF NEW YORK ("IDB"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which IDB, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Debtor and IDB (the "Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, in each case solely in accordance with the Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which IDB, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms, provisions and limitations thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by IDB.

Dated: January 30, 2019

[Signature Page Follows]

ACCESSORY INNOVATIONS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK )

) ss.:

COUNTY OF NEW YORK )

On the \_\_\_\_ day of January in the year 2019, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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