

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632333

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BENTEX GROUP, INC.		03/02/2020	Corporation: NEW YORK
H.I.S INTERNATIONAL GROUP LLC		03/02/2020	Limited Liability Company: NEW YORK
DREAMWAVE LLC		03/02/2020	Limited Liability Company: NEW YORK
MIGEAR INTERNATIONAL LLC		03/02/2020	Limited Liability Company: NEW YORK
GREENBERRY ECO GROUP LLC		03/02/2020	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3244806	DREAMWAVE
Registration Number:	4858999	FUNSTUFF
Serial Number:	87748241	ITALK
Registration Number:	3508147	ITALK
Registration Number:	5720877	BROADWAY KIDS
Registration Number:	1512792	BROADWAY BABY
Registration Number:	5652969	FOREVER ME
Registration Number:	2220659	NO KIDDING
Registration Number:	4720208	LOUNGEHOUSE
Registration Number:	4723920	AQUA ET SOL
Registration Number:	4538978	2BOOM
Registration Number:	1228269	
Registration Number:	4676788	BIOBASE

TRADEMARK

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:** Ted.mulligan@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:	03/16/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of March 2, 2020, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK, as agent for the Lenders (as defined below) (in such capacity, the "**Agent**").

WHEREAS, the Grantors have entered into a Loan and Security Agreement, dated as of January 10, 2020 (the "**Loan Agreement**"), by and among the Grantors, certain affiliates of the Grantors, the lenders party thereto (the "**Lenders**") and the Agent.

WHEREAS, under the terms of the Loan Agreement, each Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other property, the intellectual property of each Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state governmental 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 the Agent as follows:

1. **Grant of Security Interest.** Each Grantor hereby pledges and grants to the Agent, for its benefit and for the ratable benefit of each Lender, 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.

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 Agent.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The

rights and remedies of the Agent and the Lenders with respect to the Trademark Collateral are as provided by the Loan 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 shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

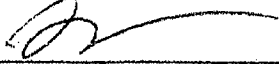
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed 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 pages follow]

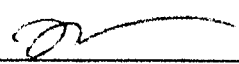
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:


BENTEX GROUP, INC.

By: 
Name: Morris Dweck
Title: CEO

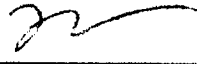
H.I.S. INTERNATIONAL GROUP LLC

By: 
Name: Morris Dweck
Title: CEO


DREAMWAVE LLC

By: 
Name: Morris Dweck
Title: CEO

MIGEAR INTERNATIONAL LLC

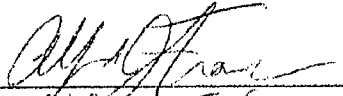
By: 
Name: Morris Dweck
Title: CEO

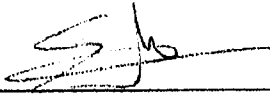
GREENBERRY ECO GROUP LLC

By: 
Name: Morris Dweck
Title: CEO

Agreed to and accepted:

**ISRAEL DISCOUNT BANK OF
NEW YORK, as Agent**

By: 
Name: Alfred J. Franco
Title: FVP

By: 
Name: ENDER CETIN
Title: SVP

[Signature Page to Trademark Security Agreement (Bentex)]

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Mark	Registration # / Serial #	Registered Date
Bentex Group, Inc.	Dreamwave	3,244,806	5/22/2007
Bentex Group, Inc.	Funstuff	4,858,999	11/24/2015
Bentex Group, Inc.	ITalk	Serial # 87748241	
Bentex Group, Inc.	ITalk (Greeting Cards)	3,508,147	9/30/2008
Bentex Group, Inc.	Broadway Kids	5,720,877	4/9/2019
Bentex Group, Inc.	Broadway Baby	1,512,792	11/15/1988
H.I.S. International Group LLC	Forever Me	5,652,969	1/5/2019
H.I.S. International Group LLC	No Kidding	2,220,659	1/26/1999
Dreamwave LLC	Loungehouse	4,720,208	4/14/2015
Dreamwave LLC	Aqua Et Sol	4,723,920	4/21/2015
Dreamwave LLC	Dream with Me	(suspended)	
Migear International LLC	2Boom	4,538,978	5/27/2014
Migear International LLC	Fisher	1,228,269	8/23/2019
Greenberry Eco Group LLC	Biobase	4,676,788	1/20/2015