

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479005

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Junkfood Clothing LLC		06/15/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3665030	JUNK FOOD	
<b>Registration Number:</b>	4094030	WORN RITE	
<b>Registration Number:</b>	4682443	STRAY HEART	
<b>Registration Number:</b>	2589059	JUNK FOOD	
<b>Registration Number:</b>	4096484	TRUE VINTAGE	
<b>Registration Number:</b>	3711277	JUNK FOOD	
<b>Registration Number:</b>	4272502	JUNKFOOD	
<b>Serial Number:</b>	77958107		
<b>Registration Number:</b>	2697853		
<b>Registration Number:</b>	4251032	THE NEIGHBORHOOD THIEVES	
<b>Registration Number:</b>	4905418	PAINT AND CLOTH	
<b>Registration Number:</b>	4814587	JUNK FOOD	
<b>Registration Number:</b>	4489484	LOVE + ART	
<b>Serial Number:</b>	87711869	TEES + JEANS	
<b>Registration Number:</b>	4812265	K38	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 202-739-5866  
**Email:** felicia.gordon@morganlewis.com  
**Correspondent Name:** Morgan, Lewis & Bockius LLP  
**Address Line 1:** 1111 Pennsylvania Avenue, NW  
**Address Line 4:** Washington, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	058438.14.0541
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon
<b>SIGNATURE:</b>	/Felicia D. Gordon/
<b>DATE SIGNED:</b>	06/22/2018

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of June, 2018, by and among the Grantor listed on the signature pages hereof (the "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group, each member of the Fox Lender Group, the Bank Product Providers and the Fox Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

## WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2014 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among HYBRID HOLDINGS, INC., a Delaware corporation, as parent ("Parent"), HYBRID JEM LLC, a California limited liability company ("Hybrid JEM"), HYBRID PROMOTIONS, LLC, a California limited liability company ("Hybrid"), AWAKE, INC., a California corporation ("Awake"), JEM SPORTSWEAR, a California corporation ("Jem Sportswear"; and together with Hybrid JEM, Hybrid, Awake and each other Person that becomes a "Borrower" thereunder after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender", as that term is further defined therein), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2014 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Fox Credit Agreement") by and among FOX HOLDCO, INC., a Delaware corporation, as parent ("Fox Parent"), FOX HEAD, INC., a California corporation ("Fox Head"; and together with each other Person that becomes a "Borrower" thereunder after the date thereof in accordance with the terms thereof, are referred to hereinafter each individually as a "Fox Borrower", and individually and collectively, jointly and severally, as "Fox Borrowers"), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Fox Lender"), and Wells Fargo as Agent (as defined therein), the Fox Lender Group has agreed to make certain financial accommodations available to Fox Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, and the members of the Fox Lender Group and the Fox Bank Product Providers are willing to make the financial accommodations to Fox Borrowers as provided for in the Fox Credit Agreement, the other Fox Loan Documents, and the Fox Bank Product Agreements, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group, the Fox Lender Group, the Bank Product Providers and the Fox Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 19, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, the Fox Lender Group, the Bank Product Providers and the Fox Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, each member of the Fox Lender Group, each of the Bank Product Providers and each of the Fox Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property 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 Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Agent, the other members of the Lender Group, the other members of the Fox Lender Group, the Bank Product Providers, the Fox Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, the Fox Lender Group, the Bank Product Providers and the Fox Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**JUNKFOOD CLOTHING LLC**

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

Name: Jarrod Dogan

Title: President & CEO

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking  
association

By: DD Kluges  
Name: David Kluges  
Title: duly authorized signor

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Entity/ Assignee	Serial Number	Reg. Number	Word Mark	Mark	Filing Date
JunkFood Clothing LLC	78218446	3665030	JUNK FOOD		February 24, 2003
JunkFood Clothing LLC	77534000	4094030	WORN RITE	WORN RITE	July 29, 2008
JunkFood Clothing LLC	85745811	4682443	STRAY HEART	STRAY HEART	October 4, 2012
JunkFood Clothing LLC	75800195	2589059	JUNK FOOD	JUNK FOOD	May 2, 2000
JunkFood Clothing LLC	77533988	4096484	TRUE VINTAGE	TRUE VINTAGE	July 29, 2008
JunkFood Clothing LLC	77614672	3711277	JUNK FOOD		November 14, 2008
JunkFood Clothing LLC	77693619	4272502	JUNKFOOD	JUNKFOOD	March 18, 2009



JunkFood Clothing LLC	77958107				March 12, 2010
	78087149	2697853			October 5, 2001
JunkFood Clothing LLC	85401716	4251032	THE NEIGHBORHOOD THIEVES	THE NEIGHBORHOOD THIEVES	August 18, 2011
JunkFood Clothing LLC	85745785	4905418	PAINT AND CLOTH	PAINT AND CLOTH	October 4, 2012
JunkFood Clothing LLC	86404573	4814587	JUNK FOOD	JUNK FOOD	September 24, 2014
JunkFood Clothing LLC	85816537	4489484	LOVE + ART	LOVE + ART	January 7, 2013
JunkFood Clothing LLC	87711869		TEES + JEANS	TEES + JEANS	December 7, 2017
JunkFood Clothing LLC	86530524	4812265	K38	K38	February 10, 2015

JunkFood Clothing LLC	87890729		FOREVER JUNK FOOD	FOREVER JUNK FOOD	April 24, 2018
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**Common Law Trademarks**

JUNK FOOD

JUNKFOOD

JUNK FOOD ART HOUSE

WKND