

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530941

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hybrid Promotions, LLC		06/20/2019	Limited Liability Company: CALIFORNIA
Junkfood Clothing LLC		06/20/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000W
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	4510322	LYRIC CULTURE
Registration Number:	5247021	LOVE TRIBE
Registration Number:	4790295	SUPER CHARGED
Registration Number:	4796958	
Registration Number:	5147851	SNEAKER CULTURE
Registration Number:	4926356	COLD CRUSH
Registration Number:	4926350	AWAKE
Registration Number:	4912378	LOL VINTAGE
Registration Number:	4912377	WELL WORN
Registration Number:	4804176	TIME 2 SHINE
Registration Number:	4802883	WALKER ST. REFINERY
Registration Number:	4794082	WSR
Registration Number:	4240131	LYRIX
Registration Number:	4258442	LYRIX
Registration Number:	4237594	HOODSBEE
Registration Number:	4170083	LYRIC LOVER
Registration Number:	4286967	

CH \$1190.00 4510322

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4443516	MUSIC CULTURE
Registration Number:	4316874	SAY IT WITH A SONG
Registration Number:	4277297	MUSIC ROCKS
Registration Number:	4256013	LYRIC CULTURE
Registration Number:	4256012	LYRIC CULTURE
Registration Number:	4261886	LYRIC NATION
Registration Number:	4791047	ZIPPAK
Registration Number:	4791046	CRASHPAK
Registration Number:	4696518	SUPER CHARGED
Registration Number:	3112833	FLEURISH
Registration Number:	3742321	ADOREE
Registration Number:	3650932	KIDTURE
Registration Number:	2231142	SOLD OUT!
Registration Number:	2000316	VENICE BLVD.
Registration Number:	1501406	EVY OF CALIFORNIA
Registration Number:	1504035	EVY
Registration Number:	1556952	CALIFORNIA TALK
Registration Number:	1563458	L.A. TOUCH
Registration Number:	4558542	AWAKE KIDS
Registration Number:	3725298	AWAKE COUTURE
Registration Number:	3725497	AWAKE INC. BY OS
Registration Number:	4107543	AWAKE VINTAGE
Registration Number:	3192265	COLD CRUSH
Registration Number:	4389938	L.O.L.
Registration Number:	3825175	L.O.L.
Registration Number:	3725583	O.S.
Registration Number:	4177940	ROMANCE RETRO ROCK
Registration Number:	4076937	RRR
Registration Number:	3158413	WELL WORN
Registration Number:	0563317	

**CORRESPONDENCE DATA**

Fax Number: 2027393001

*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: 2027395866

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

**TRADEMARK**

REEL: 006691 FRAME: 0947

<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>	07/09/2019

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of June 2019, by and among the Grantors listed on the signature pages hereof ("Grantors"), 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").

### W I T N E S S E T H:

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"), JEM SPORTSWEAR, a California corporation ("Jem Sportswear"; and together with Hybrid JEM, Hybrid, 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 Amended and Restated Credit Agreement dated as of February 8, 2017 (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"), FOX HEAD CANADA INC., an Alberta corporation ("Fox Head Canada"), FOX HEAD EUROPE, S.L.U., a Spanish limited company ("Fox Head Europe"; and together with, Fox Head, Fox Head Canada 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 "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", as that term is further defined therein), 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 Grantors 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, Grantors are 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 such 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 any 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 Grantor, or any of the Grantors, 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 Grantor or any of the Grantors.

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 any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such 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 any Grantor's obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such 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.

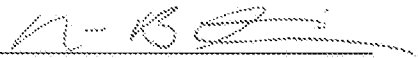
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS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

[SIGNATURE PAGE FOLLOWS]

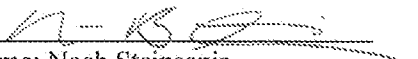
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**HYBRID PROMOTIONS, LLC**

By:   
Name: Noah Steinsapir  
Title: Secretary

**JUNKFOOD CLOTHING LLC**


By:   
Name: Noah Steinsapir  
Title: Secretary

[Signature Page to Trademark Security Agreement (ABL)]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By:   
Name: *Romulo Petrucci*  
Title: *VP, Authorized Signatory*

[Signature Page to Trademark Security Agreement (ABL)]

TRADEMARK  
REEL: 006691 FRAME: 0953



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO./REG. NO.</i>
ZOE + LIV	Hybrid Promotions, LLC	87661595
LOVE & CHERISH	Hybrid Promotions, LLC	87661576
WEEKEND SOUL	Hybrid Promotions, LLC	87661610
LYRIC CULTURE	Hybrid Promotions, LLC	4510322
LOVE TRIBE	Hybrid Promotions, LLC	5247021
SUPER CHARGED	Hybrid Promotions, LLC	4790295
	Hybrid Promotions, LLC	4796958
Sneaker Culture	Hybrid Promotions, LLC	5147851
COLD CRUSH	Hybrid Promotions, LLC	4926356
AWAKE	Hybrid Promotions, LLC	4926350

LOL VINTAGE	Hybrid Promotions, LLC	4912378
WELL WORN	Hybrid Promotions, LLC	4912377
	Hybrid Promotions, LLC	4804176
WALKER ST. REFINERY	Hybrid Promotions, LLC	4802883
WSR	Hybrid Promotions, LLC	4794082
LYRIX	Hybrid Promotions, LLC	4240131
	Hybrid Promotions, LLC	4258442
HOODSBEE	Hybrid Promotions, LLC	4237594
LYRIC LOVER	Hybrid Promotions, LLC	4170083
	Hybrid Promotions, LLC	4286967

MUSIC CULTURE	Hybrid Promotions, LLC	4443516
SAY IT WITH A SONG	Hybrid Promotions, LLC	4316874
MUSIC ROCKS	Hybrid Promotions, LLC	4277297
LYRIC CULTURE	Hybrid Promotions, LLC	4256013
	Hybrid Promotions, LLC	4256012
LYRIC NATION	Hybrid Promotions, LLC	4261886
	Hybrid Promotions, LLC	4261885
ZipPak	Hybrid Promotions, LLC	4791047
CrashPak	Hybrid Promotions, LLC	4791046
SUPER CHARGED	Hybrid Promotions, LLC	4696518

FLEURISH	Hybrid Promotions, LLC	3112833
ADORÉE	Hybrid Promotions, LLC	3742321
KIDTURE	Hybrid Promotions, LLC	3650932
SOLD OUT!	Hybrid Promotions, LLC	2231142
VENICE BLVD.	Hybrid Promotions, LLC	2000316
EVY OF CALIFORNIA	Hybrid Promotions, LLC	1501406
EVY	Hybrid Promotions, LLC	1504035
CALIFORNIA TALK	Hybrid Promotions, LLC	1556952
L.A. TOUCH 	Hybrid Promotions, LLC	1563458
Awake Kids	Hybrid Promotions, LLC	4,558,542
Awake Couture	Hybrid Promotions, LLC	3,725,298
Awake Inc. by OS	Hybrid Promotions, LLC	3,725,497
Awake Vintage	Hybrid Promotions, LLC	4,107,543
Cold Crush	Hybrid Promotions, LLC	3,192,265

L.O.L.	Hybrid Promotions, LLC	4,389,938
L.O.L.	Hybrid Promotions, LLC	3,825,175
O.S. and Design	Hybrid Promotions, LLC	3,725,583
Romance Retro Rock	Hybrid Promotions, LLC	4,177,940
RRR	Hybrid Promotions, LLC	4,076,937
Well Worn	Hybrid Promotions, LLC	3,158,413
<b>JUNK FOOD</b>	Junkfood Clothing, LLC	563317