

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558078

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MYCOSKIE, LLC		12/27/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Jefferies Finance, LLC
Street Address:	520 MADISON AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4627111	
Registration Number:	4938755	
Registration Number:	5341596	FOR ONE, ANOTHER
Registration Number:	4809170	MARKETPLACE A DIFFERENT WAY TO SHOP EST.
Registration Number:	4602799	ONE FOR ONE
Registration Number:	4170419	ONE FOR ONE
Registration Number:	4204485	ONE FOR ONE
Registration Number:	4307523	ONE FOR ONE
Registration Number:	4400105	ONE FOR ONE
Registration Number:	4805579	ONE FOR ONE
Registration Number:	5166946	SOLAFLEX
Registration Number:	3937643	STYLE YOUR SOLE
Registration Number:	5765407	T
Registration Number:	5276577	TOMS
Registration Number:	4602798	TOMS
Registration Number:	3566093	TOMS
Registration Number:	3353902	TOMS
Registration Number:	4192925	TOMS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3662112	TOMS
Registration Number:	4313981	TOMS
Registration Number:	4410344	TOMS
Registration Number:	5032218	TOMS
Registration Number:	4517359	TOMS
Registration Number:	4602814	TOMS
Registration Number:	4805580	TOMS
Registration Number:	4827152	TOMS
Registration Number:	3765503	TOMS
Registration Number:	4274178	TOMS
Registration Number:	4403205	TOMS
Registration Number:	5652240	TOMS
Registration Number:	5341586	TOMS FOR ONE ANOTHER
Registration Number:	4403201	TOMS ONE FOR ONE
Registration Number:	4973918	TOMS PASSPORT REWARDS
Registration Number:	4864705	TOMS ROASTING CO.
Registration Number:	4779082	TOMS ROASTING CO.
Registration Number:	4752839	TOMS ROASTING CO.
Registration Number:	5339755	WE ARE WHAT WE DO
Registration Number:	4208986	ONE FOR ONE

CORRESPONDENCE DATA

Fax Number:

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.

Email: nalbano@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com

Correspondent Name: Nicole A. Albano

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	22762-001
NAME OF SUBMITTER:	Nicole A. Albano
SIGNATURE:	/Nicole A. Albano/
DATE SIGNED:	01/17/2020

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this “Trademark Security Agreement”) is entered into as of December 27, 2019, by and among MYCOSKIE, LLC, a California limited liability company (the “Grantor”), and Jefferies Finance, LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Collateral Agent”).

WITNESSETH

WHEREAS, the Grantor is party to the Term Loan Pledge and Security Agreement, dated as of December 27, 2019 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Term Loan Credit Agreement (as defined in the Security Agreement), the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of the Grantor:

- (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the indefeasible payment in full in cash of the Secured Obligations (other than any contingent or inchoate obligations not then due and payable) and termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. Delivery by telecopier or other electronic means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of December 27, 2019 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"). In the event of any conflict among the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 8. Concerning the Collateral Agent. Jefferies Finance, LLC is entering into this Trademark Security Agreement solely in its capacity as Collateral Agent. The rights, privileges and immunities of the Collateral Agent set forth in the Term Loan Credit Agreement and the Security Agreement shall be incorporated into this Trademark Security Agreement as though fully set forth herein.

[signature pages follow]

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

MYCOSKIE, LLC

By: 
Name: Martin Dunstheimer
Title: Chief Financial Officer

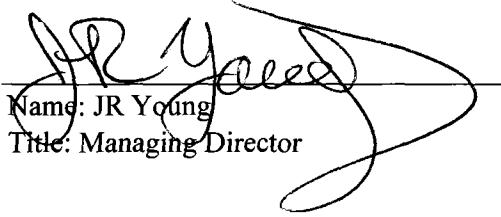
[Signature Page to 2L Trademark Security Agreement]

TRADEMARK
REEL: 006840 FRAME: 0977

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:



A handwritten signature in black ink, appearing to read "JR Young", is written over a horizontal line. The signature is stylized and cursive.

Name: JR Young
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

None.

Registrations –

Credit Party Owner	Mark	Appln Date Appln No.	Reg. Date Reg. No.
Mycoskie, LLC		May-28-2013 85/944,177	Oct-28-2014 4,627,111
Mycoskie, LLC		Aug-14-2015 86/725,793	Apr-12-2016 4,938,755
Mycoskie, LLC	FOR ONE, ANOTHER	Apr-15-2015 86/983,021	Nov-21-2017 5,341,596
Mycoskie, LLC		Oct-04-2013 86/082,611	Sep-08-2015 4,809,170
Mycoskie, LLC	ONE FOR ONE	Jun-20-2013 85/982,308	Sep-09-2014 4,602,799
Mycoskie, LLC	ONE FOR ONE	Jun-16-2011 85/348,161	Jul-10-2012 4,170,419
Mycoskie, LLC	ONE FOR ONE	Jun-06-2011 85/339,106	Sep-11-2012 4,204,485
Mycoskie, LLC	ONE FOR ONE	Oct-13-2011 85/447,150	Sep-18-2012 4,208,986
Mycoskie, LLC	ONE FOR ONE	Oct-13-2011 85/447,270	Mar-26-2013 4,307,523
Mycoskie, LLC	ONE FOR ONE	Feb-08-2013 85/845,010	Sep-10-2013 4,400,105
Mycoskie, LLC	ONE FOR ONE	Jul-08-2013 86/976,805	Sep-01-2015 4,805,579
Mycoskie, LLC	SOLAFLEX	Mar-03-2015 86/552,032	Mar-21-2017 5,166,946
Mycoskie, LLC	STYLE YOUR SOLE	Jul-27-2010 85/094,061	Mar-29-2011 3,937,643
Mycoskie, LLC		Jan-11-2018 85/980,460	May-28-2019 5,765,407
Mycoskie, LLC	TOMS	Jul-08-2013 86/004,044	Aug-29-2017 5,276,577
Mycoskie, LLC	TOMS	Jun-20-2014 85/982,306	Sep-09-2014 4,602,798
Mycoskie, LLC	TOMS	May-12-2006 78/980,827	Jan-20-2009 3,566,093
Mycoskie, LLC	TOMS	Feb-16-2006 78/816,215	Dec-11-2007 3,353,902
Mycoskie, LLC	TOMS	Jun-06-2011 85/338,976	Aug-21-2012 4,192,925

Credit Party Owner	Mark	Appln Date Appln No.	Reg. Date Reg. No.
Mycoskie, LLC	TOMS	May-12-2006 78/981,138	Jul-28-2009 3,662,112
Mycoskie, LLC	TOMS	Oct-13-2011 85/446,584	Apr-02-2013 4,313,981
Mycoskie, LLC	TOMS	Jan-23-2013 85/829,961	Oct-01-2013 4,410,344
Mycoskie, LLC	TOMS	Jul-08-2013 86/004,053	Aug-30-2016 5,032,218
Mycoskie, LLC	TOMS	Jul-10-2013 86/006,856	Apr-22-2014 4,517,359
Mycoskie, LLC	TOMS	Jun-20-2013 85/982,450	Sep-09-2014 4,602,814
Mycoskie, LLC	TOMS	Jul-08-2013 86/976,806	Sep-01-2015 4,805,580
Mycoskie, LLC	TOMS	Mar-31-2015 86/582,778	Oct-06-2015 4,827,152
Mycoskie, LLC	TOMS	Mar-08-2006 78/831,855	Mar-23-2010 3,765,503
Mycoskie, LLC	TOMS	Oct-13-2011 85/446,592	Jan-15-2013 4,274,178
Mycoskie, LLC	TOMS	Feb-08-2013 85/845,080	Sep-17-2013 4,403,205
Mycoskie, LLC	TOMS	Dec- 10-2014 86/476,429	Jan-15-2019 5,652,240
Mycoskie, LLC	TOMS FOR ONE ANOTHER	Apr-15-2015 86/982,748	Nov-21-2017 5,341,586
Mycoskie, LLC	TOMS ONE FOR ONE	Feb-08-2013 85/845,015	Sep-17-2013 4,403,201
Mycoskie, LLC	TOMS PASSPORT ROASTING CO.	Sep-17-2014 86/397,099	Jun-07-2016 4,973,918
Mycoskie, LLC	TOMS ROASTING CO.	Feb-24-2014 86/977,517	Dec-01-2015 4,864,705
Mycoskie, LLC	TOMS ROASTING CO.	Feb-24-2014 86/976,479	Jul-21-2015 4,779,082
Mycoskie, LLC	TOMS ROASTING CO.	Feb-24-2014 86/202,479	Jun-09-2015 4,752,839
Mycoskie, LLC	WE ARE WHAT WE DO	Apr-26-2017 87/426,254	Nov-21-2017 5,339,755