

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578198

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ford Models, Inc.		05/13/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Ford Holding Company LLC
<b>Street Address:</b>	53 Market Street
<b>Internal Address:</b>	c/o FTI Capital Management, Suite 3212
<b>City:</b>	Camana Bay, Grand Cayman
<b>State/Country:</b>	CAYMAN ISLANDS
<b>Postal Code:</b>	KY1-1203
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1296761	FORD MODELS
Registration Number:	2481166	S SUPER MODEL OF THE WORLD
Registration Number:	2730669	FORD MODELS SUPERMODEL OF THE WORLD
Registration Number:	2890037	FORD MODELS SUPERMODEL OF THE WORLD
Registration Number:	2893809	FORD MODELS
Registration Number:	3452840	FORD ARTISTS
Registration Number:	4617437	FORD MODELS
Registration Number:	4617439	FORD MODELS
Serial Number:	88414668	FORDCAPTURES
Serial Number:	88414787	FORDCAST

## CORRESPONDENCE DATA

Fax Number: 2122468959

*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: 2127083460

Email: slebson@ladas.com

Correspondent Name: Scott Lebson

Address Line 1: 1040 Avenue of the Americas

Address Line 4: New York, NEW YORK 10018

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Scott J. Lebson
<b>SIGNATURE:</b>	/sjl/
<b>DATE SIGNED:</b>	05/27/2020
<b>Total Attachments: 6</b> source=IPSecurityAgreementUSStms#page1.tif source=IPSecurityAgreementUSStms#page2.tif source=IPSecurityAgreementUSStms#page3.tif source=IPSecurityAgreementUSStms#page4.tif source=IPSecurityAgreementUSStms#page5.tif source=IPSecurityAgreementUSStms#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”), dated as of May 13, 2020, is made by and between Ford Models, Inc., a Delaware corporation (“**Grantor**”), and Ford Holding Company LLC, a Delaware limited liability company (the “**Secured Party**”).

**WHEREAS**, reference is hereby made to: (x) that certain Amended and Restated Promissory Note, dated as of the date hereof, between the Grantor and the Secured Party in the original principal amount of \$4 million; and (y) that certain Amended and Restated Promissory Note, dated as of the date hereof, between the Grantor and the Secured Party in the original principal amount of \$17,012,065.00 (collectively, the “**Note**”; all rights and obligations with respect to such notes shall be *pari passu* in accordance with the respective amounts outstanding thereunder); and

**WHEREAS**, it is a condition of the Secured Party’s agreement to enter into the Note and to extend credit to the Grantor under the Note, that Grantor execute and deliver this IP Security Agreement for the purpose of securing Grantor’s obligations to the Secured Party under the Note.

**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, the parties hereto agree, as of the date hereof, as follows:

Section 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Note.

Section 2. Grant of Security. Grantor hereby grants to the Secured Party a security interest in all of Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(i) all patents issued or assigned to, and all patent applications and registrations made by, Grantor, including without limitation, the patents and patent applications set forth in Schedule A hereto, (whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, together with any and all (a) rights and privileges arising under applicable law and international treaties and conventions with respect to Grantor’s use of any patents, (b) provisionals, reissues, divisions, continuations, renewals, extensions, reexaminations, revisions and continuations-in-part thereof, and the inventions, discoveries (whether or not reduced to practice) and improvements described and claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein, (c) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (d) rights corresponding thereto throughout the world and (e) claims for, and rights to sue for, past, present or future infringements thereof, (collectively, the “**Patents**”);

(ii) all trademarks, service marks, design marks, designs, slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL’s), websites, Internet domain names and other Internet addresses or identifiers and social media handles

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associated therewith, corporate names, brand names, product names, assumed names, fictitious names, d/b/a's, business names and trade names, and any and all other forms of trade identity and other indicia of origin, now existing or hereafter adopted or acquired, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, including without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto, that are owned by or assigned to Grantor, all registrations and applications for the foregoing, and renewals thereof and amendments thereto, and all tangible embodiments of the foregoing, together with, in each case, the goodwill related to the foregoing and symbolized thereby and any and all (a) rights and privileges arising under applicable law and international treaties and conventions with respect to Grantor's use of any trademarks, (b) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (c) rights corresponding thereto throughout the world and (d) claims for, and rights to sue for, past, present and future infringements, dilution or other violation thereof, or any injury to the related goodwill (collectively, the "**Trademarks**"); and

(iii) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished), all tangible embodiments of the foregoing and all copyright registrations and applications made by Grantor, in each case, whether now owned or hereafter created or acquired by or assigned to Grantor, including without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto together with any and all (a) rights and privileges arising under applicable law and international treaties and conventions with respect to Grantor's use of such copyrights, (b) renewals and supplementary registrations in connection therewith, (c) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (d) rights corresponding thereto throughout the world and (e) claims for, and rights to sue for, past, present or future infringements thereof (collectively, the "**Copyrights**").

Notwithstanding anything herein (including in any schedules attached hereto) to the contrary, in no event shall the security interest and lien granted under this Section 2 attach to (nor shall the Collateral include) any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Authorization to Supplement. Grantor hereby authorizes the Secured Party unilaterally to modify this IP Security Agreement by amending any and all of the schedules attached hereto to include any future Collateral of Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend any of the schedules attached hereto shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on any schedule attached hereto.

Section 4. Security Agreement. The security interests granted pursuant to this IP Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to a Security Agreement of even date herewith (the "**Security Agreement**"). Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. Recordation. Grantor authorizes and requests that the Commissioner for Patents or Trademarks, and the Register of Copyrights, record this IP Security Agreement.

Section 6. Termination. This IP Security Agreement and the security interest granted herein shall terminate with respect to all of the Grantor's Obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor's Obligations thereunder or as otherwise provided in the Security Agreement. The Secured Party shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor, upon request, an instrument in writing releasing the security interest in the Collateral granted pursuant to this IP Security Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Secured Party shall reasonably cooperate with any efforts made by Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this IP Security Agreement and any security interest in, to or under the Collateral.

Section 7. Counterparts. This IP Security Agreement may be executed in counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

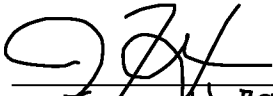
Section 8. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned parties hereto have caused this IP Security Agreement to be executed and delivered as of the date first written above.

**GRANTOR:**

FORD MODELS, INC.

By:   
Name: JEFFREY HUBER  
Title: DEPUTY CFO

Chief executive office, principal place of business, and place where accounting records are kept:

11 E 26th Street  
New York, NY 10010

**SECURED PARTY:**

FORD HOLDING COMPANY LLC

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

IN WITNESS WHEREOF, the undersigned parties hereto have caused this IP Security Agreement to be executed and delivered as of the date first written above.

**GRANTOR:**

FORD MODELS, INC.

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

Name:

Title:

Chief executive office, principal place of business, and  
place where accounting records are kept:

11 E 26th Street  
New York, NY 10010

**SECURED PARTY:**

FORD HOLDING COMPANY LLC

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

Name: David Griffin

Title: Authorized Signatory

**TRADEMARK**

**REEL: 006946 FRAME: 0954**

**UNITED STATES OF AMERICA**

**SCHEDULE**

<b>FORD MODELS</b>	<b>No. 1296761</b>
<b>S SUPER MODEL OF THE WORLD (Stylized)</b>	<b>No. 2481166</b>
<b>FORD MODELS SUPERMODEL OF THE WORLD</b>	<b>No. 2730669</b>
<b>FORD MODELS SUPERMODEL OF THE WORLD</b>	<b>No. 2890037</b>
<b>FORD MODELS</b>	<b>No. 2893809</b>
<b>FORD ARTISTS</b>	<b>No. 3452840</b>
<b>FORD MODELS</b>	<b>No. 4617437</b>
<b>FORD MODELS</b>	<b>No. 4617439</b>
<b>FORDCAPTURES</b>	<b>Application No. 88/414668</b>
<b>FORDCAST</b>	<b>Application No. 88/414787</b>