

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITE OAK GLOBAL ADVISORS, LLC, as the Resigning Agent		01/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, NATIONAL ASSOCIATION, as the Successor Agent		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5057155	BRAHMA	
Registration Number:	5057154		
CORRESPONDENCE DATA			
Fax Number:	7043311159		
	<i>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.</i>		
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	045346.000007		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	01/26/2021		
Total Attachments: 5			

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**NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST
(INTELLECTUAL PROPERTY)**

This NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY) (this “Notice”), is made and entered into as of January 25, 2021 by and among White Oak Global Advisors, LLC, a Delaware limited liability company (“White Oak”), as Administrative Agent and Collateral Agent under the Loan and Security Agreement (as defined below) (in such capacity, the “Resigning Agent” pursuant to the First Amendment to the Loan and Security Agreement (defined below)), HSBC Bank USA, National Association (“HSBC”), as the successor to White Oak (in such capacity, the “Successor Agent” pursuant to the First Amendment to the Loan and Security Agreement (defined below)).

WHEREAS, the Borrowers, Parent, the Lenders, and White Oak, are party to that certain Loan and Security Agreement, dated as of February 14, 2020 (as the same has been, and may hereafter be, amended, restated, increased, extended, replaced, supplemented and/or otherwise modified in writing from time to time, the “Loan Agreement”);

WHEREAS, pursuant to the First Amendment to Loan and Security Agreement, dated as of the same date hereof (“Amendment”) the parties to the Loan Agreement desire to appoint HSBC as Administrative Agent and Collateral Agent under the Loan Agreement, and White Oak has agreed to resign as Administrative Agent and Collateral Agent under the Loan Agreement (the “Agent Transition”);

WHEREAS, pursuant to the Loan Documents, the Borrowers granted to White Oak a security interest in certain collateral;

WHEREAS, White Oak and the Borrower Brahma Group, Inc., a Nevada corporation, entered into the Trademark Security Agreement as identified on Schedule A attached hereto (the “Trademark Security Agreement”).

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office as identified on Schedule A attached hereto; and

WHEREAS, pursuant to the Amendment and Agent Transition, the Resigning Agent resigned as, and Successor Agent was appointed and accepted appointment as Administrative Agent and Collateral Agent under the Loan Documents, with all of rights, powers and duties of the Administrative Agent and Collateral Agent under the Loan Documents, including in and to the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Loan Agreement, Amendment, or other Loan Documents, as applicable.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Amendment, the Resigning Agent has ceased to be the Administrative Agent and Collateral Agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as Administrative Agent and Collateral Agent under the Loan Documents, including with respect to all right, title and interest in and to the Trademark Security Agreement with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Collateral set forth in the Trademark Security Agreement. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security

interest in and to the Collateral granted to the Resigning Agent, including the Trademark Security Agreement and the Collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.

3. Incorporation. All terms set forth in the Amendment are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Amendment, the terms set forth in Amendment shall control.

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered as of the date first written above.

RESIGNING AGENT:

WHITE OAK GLOBAL ADVISORS, LLC,
as the Resigning Agent

By: Barbara J. S. McKee

Name: Barbara J.S. McKee

Title: Manager

SUCCESSOR AGENT:

HSBC BANK USA, NATIONAL ASSOCIATION,
as the Successor Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered as of the date first written above.

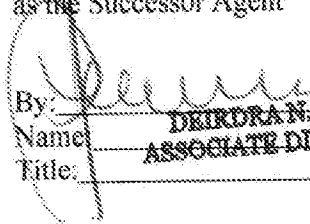
RESIGNING AGENT:

WHITE OAK GLOBAL ADVISORS, LLC,
as the Resigning Agent

By: _____
Name: Barbara J.S. McKee
Title: Manager

SUCCESSOR AGENT:

HSBC BANK USA, NATIONAL ASSOCIATION,
as the Successor Agent

By:  _____
Name: DEIRDAN N. ROSS
Title: ASSOCIATE DIRECTOR

Schedule A

**Trademark Security Agreement
Granted by Brahma Group, Inc.
In Favor of White Oak Global Advisors, LLC, as Collateral Agent
Recorded February 14, 2020 at Reel 6865 Frame 0058**

Trademark Registrations

Mark	Reg. No.	Reg. Date
BRAHMA	5057155	10/11/2016
Design Only	5057154	10/11/2016