

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Iconic Brothers IP LLC		03/19/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	60 Livingston Avenue Ep-MN-WS3D		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107		
<b>Entity Type:</b>	National Banking Association: MINNESOTA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2631628	THE BEACH BOYS	
<b>Registration Number:</b>	1081112	THE BEACH BOYS	
<b>Registration Number:</b>	5564768	THE BEACH BOYS	
<b>Registration Number:</b>	5550399	THE BEACH BOYS	
<b>Registration Number:</b>	5550402	THE BEACH BOYS	
<b>Registration Number:</b>	1117574		
<b>Registration Number:</b>	6019044		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	650-473-2600		
<b>Email:</b>	mpatton@omm.com		
<b>Correspondent Name:</b>	Madeleine Patton / Ashleigh Stanley		
<b>Address Line 1:</b>	2765 Sand Hill Rd		
<b>Address Line 4:</b>	Menlo Park, CALIFORNIA 94025		
<b>NAME OF SUBMITTER:</b>	Madeleine Patton		
<b>SIGNATURE:</b>	/Madeleine Patton/		
<b>DATE SIGNED:</b>	03/19/2021		

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**Total Attachments: 5**

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## Grant of Security Interest in Trademarks

This GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Grant”) is made and entered into as of March 19, 2021, by Iconic Brothers IP LLC (“Grantor”), in favor of U.S. Bank National Association, a national banking association organized under the laws of the United States, not in its individual capacity, but solely as trustee (the “Trustee”).

WHEREAS, Grantor is the owner of certain Trademarks included in the Collateral (as each term is defined in the Indenture (as defined below)), including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the “Secured Trademarks”);

WHEREAS, pursuant to the Indenture, dated as of March 19, 2021 (the “Indenture”), by and among Iconic Issuer LLC as Issuer, Grantor, certain other Note Parties (as defined therein), Trustee and U.S. Bank National Association, as securities intermediary, to secure (i) the payment of all amounts on the Notes as such amounts become due in accordance with their terms, (ii) the payment of all other sums payable in accordance with the provisions of the Indenture and (iii) compliance with the provisions of the Indenture (the “Obligations”), all as provided in the Indenture, each Grantor has granted to the Trustee for the benefit of the Holders of the Notes, a security interest in all of such Grantor’s rights, title and interest in, to and under certain intellectual property of such Grantor, including, without limitation, the Secured Trademarks and the goodwill appurtenant thereto and associated therewith (the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.05 of the Indenture, each Grantor agreed to execute and deliver to the Trustee this Grant for purposes of recording the same with the United States Patent and Trademark Office (or any other office or agency as needed) to confirm, evidence and perfect the security interest in, to and under the Trademark Collateral granted under the Indenture.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture, which are incorporated by reference as if fully set forth herein, to secure the Obligations, each Grantor hereby grants to the Trustee, for the benefit of the Holders of the Notes, a security interest in such Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by such Grantor.

Capitalized terms used in this Grant (including the preamble and the recitals hereto) and not defined in this Grant, shall have the meanings assigned to such terms in the Indenture.

1. The parties intend that this Grant is for recordation, and as applicable, perfection, purposes. The security interests granted pursuant to this Notice are granted in furtherance, and not in limitation, of the security interests granted to the Trustee pursuant to the Indenture and the terms of this Grant shall not modify the applicable terms and conditions of the Indenture, which govern the Trustee’s interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Each Grantor hereby acknowledges the sufficiency and completeness of this Grant to create a security interest in, to and under the Trademark Collateral in favor of the Trustee for the benefit of the Holders of the Notes, and such Grantor hereby requests the United States Patent and Trademark Office to file and record this Grant together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and shall terminate automatically upon the termination of the Indenture.

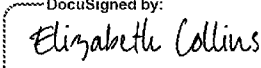
3. THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE TRADEMARK LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

4. This Grant may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

ICONIC BROTHERS IP LLC, as Grantor






By:  \_\_\_\_\_  
DocuSigned by:  
DF2519082B8C4A2...  
Name: Elizabeth Collins  
Title: Authorized Signatory

**Schedule 1  
Trademarks  
[TO BE ATTACHED]**

**SCHEDULE 1**

**Trademarks and Trademark Licenses**

**I. REGISTERED TRADEMARKS**

<u>Trademark</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Beach Boys	The Beach Boys word mark	U.S.	2631628	8-Oct-2002
The Beach Boys	The Beach Boys word mark	U.S.	1081112	3-Jan-1978
	The Beach Boys stylized logo	U.S.	5564768	18-Sep-2018
	The Beach Boys stylized logo	U.S.	5550399	28-Aug-2018
	The Beach Boys stylized logo	U.S.	5550402	28-Aug-2018
	Mounted Indian on a horse logo	U.S.	1117574	8-May-1979
	Mounted Indian on a horse logo	U.S.	6019044	24-Mar-2020

**I. TRADEMARK APPLICATIONS**

None.

**II. TRADEMARK LICENSES**

- License of Trademark and Merchandising Rights dated February 9, 2012, by and between Bravado International Group Merchandising Services, Inc., and Brother Records, Inc. f/s/o Brian Wilson, Mike Love and Alan Jardine collectively p/k/a "The Beach Boys".
- Exclusive License Agreement dated December 10, 1999 between Brother Records, Inc. and Mike E. Love.