

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643890

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900607765

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mad Engine Global, LLC		02/25/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	333 S. Grand Ave., 12th Floor
Internal Address:	MAC: E2064-12M
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	4958214	ME 87
Registration Number:	4776398	GLITTER PARTY
Registration Number:	4768631	MAD CRUSH
Registration Number:	4647805	WHAT DOES THE FOX SAY?
Registration Number:	3158685	MAD ENGINE
Registration Number:	5334995	MAD ENGINE
Registration Number:	4750313	DOE
Registration Number:	4080207	MF
Registration Number:	3447018	MINI FINE
Registration Number:	3554143	MUSTACHE BRIGADE
Registration Number:	2772876	MIGHTY FINE
Registration Number:	2650950	FINE
Registration Number:	4551338	WELOVEFINE
Registration Number:	3946039	L
Registration Number:	3946034	L R G
Registration Number:	5186705	RESEARCH
Registration Number:	4649591	HUSTLE TREES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4615772	STAY LIFTED
Registration Number:	4597551	LFTD CLOTHING
Registration Number:	4452641	HUSTLE TREES
Registration Number:	3881735	LIFTED RESEARCH GROUP
Registration Number:	3848998	LUXIRIE
Registration Number:	3865959	
Registration Number:	3839357	LUX IRIE
Registration Number:	3833081	
Registration Number:	3808565	LIFTED RESEARCH GROUP
Registration Number:	3753322	L R G
Registration Number:	3738210	LIFTED RESEARCH GROUP
Registration Number:	3703616	
Registration Number:	3703618	L
Registration Number:	3703617	
Registration Number:	4060797	L R G
Registration Number:	2958307	
Registration Number:	4122298	LRG
Registration Number:	3886593	
Registration Number:	3931281	
Registration Number:	3931280	
Registration Number:	3928909	
Registration Number:	3925827	LRG
Registration Number:	3920012	
Registration Number:	3990327	L
Registration Number:	4074404	LRG
Registration Number:	3886592	LR GEANS
Registration Number:	2506859	
Registration Number:	2633832	L R G
Registration Number:	2513951	LIFTED RESEARCH GROUP
Registration Number:	4641515	OMIT
Registration Number:	4637451	
Registration Number:	5039825	N
Registration Number:	4708953	FOREVER FUN
Registration Number:	4768269	NEFF LAND
Registration Number:	4768268	NEFF HOPE
Registration Number:	4768267	NEFF HOPE
Registration Number:	4591489	N377
Registration Number:	4488595	

Property Type	Number	Word Mark
Registration Number:	3569673	
Registration Number:	3569666	NEFF
Registration Number:	3660069	NEFF
Registration Number:	4129148	NEFF

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 2: Attn: TMSU

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0847
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	05/03/2021

Total Attachments: 13

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of February, 2021, by and among the Grantor listed on the signature pages hereof (the "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 25, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among MAD ACQUISITION CORPORATION, a Delaware corporation ("Parent"), MAD ENGINE GLOBAL, LLC, a Delaware limited liability company (together with any other Person that joins the Credit Agreement as a "Borrower" in accordance with the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), 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; and

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, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of February 25, 2021 (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, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the 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, 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. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the 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 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 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.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

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 to Agent, the other members of the Lender Group, the 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.

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 and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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: ELECTRONIC EXECUTION. 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. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. 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*.

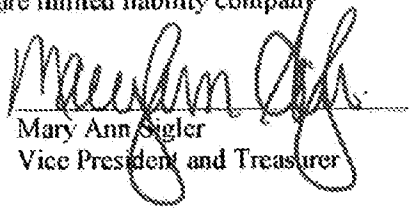
8. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement shall become effective on the date set forth above and shall amend and restate and supersede all provisions of that certain Trademark Collateral Assignment and Security Agreement, dated as of December 31, 2020, between Grantor and Agent, as of date set forth above.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

MAD ENGINE GLOBAL, LLC.
a Delaware limited liability company

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer

6/25

[Signature page to Amended and Restated Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Wes Takeuchi
Title: Senior Vice President

[Signature page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 007272 FRAME: 0076

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrations:

OWNER	REGISTRATION NUMBER¹	TRADEMARK
Mad Engine Global, LLC	<i>87233471</i>	Sky & Ocean
Mad Engine Global, LLC	4958214	Me 87
Mad Engine Global, LLC	4776398	Glitter Party
Mad Engine Global, LLC	4768631	Mad Crush
Mad Engine Global, LLC	4647805	What Does the Fox Say?
Mad Engine Global, LLC	86189170	Flappy Bird
Mad Engine Global, LLC	3158685	Mad Engine (Stylized and design)
Mad Engine Global, LLC	5334995	Mad Engine
Mad Engine Global, LLC	4750313	DOE
Mad Engine Global, LLC	4080207	MF
Mad Engine Global, LLC	3447018	Mini Fine
Mad Engine Global, LLC	3554143	Mustache Brigade
Mad Engine Global, LLC	2772876	Mighty Fine
Mad Engine Global, LLC	2650950	Fine
Mad Engine Global, LLC	4551338	We Love Fine
Mad Engine Global, LLC	<i>88584583</i>	MÈME
Mad Engine Global, LLC	<i>88856084</i>	Sani+Pak
Mad Engine Global, LLC	<i>88856013</i>	Sanipak

¹ Italicized numbers indicate serial numbers.

Mad Engine Global, LLC	88897173	Hoodie Hero
Mad Engine Global, LLC	90238531	NEFF and Design
Mad Engine Global, LLC	3946039	L (Stylized)
Mad Engine Global, LLC	3946034	L R G
Mad Engine Global, LLC	5186705	Research
Mad Engine Global, LLC	4649591	Hustle Trees
Mad Engine Global, LLC	4615772	Stay Lifted
Mad Engine Global, LLC	4597551	LFTD Clothing
Mad Engine Global, LLC	4452641	Hustle Trees
Mad Engine Global, LLC	3881735	Lifted Research Group
Mad Engine Global, LLC	3848998	Luxirie
Mad Engine Global, LLC	3865959	Miscellaneous Design (Old tree)
Mad Engine Global, LLC	3839357	Lux Irie
Mad Engine Global, LLC	3833081	Miscellaneous Design (New tree)
Mad Engine Global, LLC	3808565	Lifted Research Group
Mad Engine Global, LLC	3753322	L R G
Mad Engine Global, LLC	3738210	Lifted Research Group
Mad Engine Global, LLC	3703616	Miscellaneous Design (New Tree)
Mad Engine Global, LLC	3703618	L (Stylized and heart design)
Mad Engine Global, LLC	3703617	Miscellaneous Design (Old tree)
Mad Engine Global, LLC	4060797	L R G
Mad Engine Global, LLC	2958307	Miscellaneous Design (New Tree)
Mad Engine Global, LLC	4122298	LRG (Stylized)
Mad Engine Global, LLC	3886593	Miscellaneous Design (New tree in circle)
Mad Engine Global, LLC	3931281	Miscellaneous Design (Old tree)
Mad Engine Global, LLC	3931280	Miscellaneous Design (New Tree)

Mad Engine Global, LLC	3928909	Miscellaneous Design (Heart)
Mad Engine Global, LLC	3925827	LRG (Stylized)
Mad Engine Global, LLC	3920012	L (Stylized-Sideway)
Mad Engine Global, LLC	3990327	L (Stylized)
Mad Engine Global, LLC	4074404	LRG (Stylized)
Mad Engine Global, LLC	3886592	LR GEANS (Stylized)
Mad Engine Global, LLC	2506859	Miscellaneous Design (Old tree)
Mad Engine Global, LLC	2633832	L R G
Mad Engine Global, LLC	2513951	Lifted Research Group
Mad Engine Global, LLC	4641515	OMIT (Stylized and design)
Mad Engine Global, LLC	88002689	LRGIRLS
Mad Engine Global, LLC	88116731	Lifted Research Group
Mad Engine Global, LLC	88116732	LRG
Mad Engine Global, LLC	88116731	New Tree in Circle Design Only
Mad Engine Global, LLC	88116736	LRG Script
Mad Engine Global, LLC	4637451	Design Only
Mad Engine Global, LLC	5039825	N and Design
Mad Engine Global, LLC	4708953	Forever Fun
Mad Engine Global, LLC	4768269	NEFF Land
Mad Engine Global, LLC	4768268	NEFF Hope
Mad Engine Global, LLC	4768267	NEFF Hope
Mad Engine Global, LLC	4591489	N377 (Stylized)
Mad Engine Global, LLC	4488595	Miscellaneous Design (Head of girl)
Mad Engine Global, LLC	3569673	Miscellaneous Design (Head of boy)
Mad Engine Global, LLC	3569666	NEFF (Stylized and design - head of boy)
Mad Engine Global, LLC	3660069	NEFF

Mad Engine Global, LLC

4129148

NEFF

Mad Engine Global, LLC

111806

Luxirie

Applications:

None.

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RECORDED: 04/07/2021

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