

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bandier Holdings LLC		05/03/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Entrepreneur Growth Capital LLC		
Street Address:	505 Park Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5671282	ALL ACCESS	
Serial Number:	87684205	ALL ACCESS	
Registration Number:	5985284	ALL ACCESS	
Registration Number:	5649553	B NDIER	
Registration Number:	5649554	B NDIER	
Registration Number:	4945562	B NDIER	
Registration Number:	5293730	FASHION FITNESS MUSIC	
Serial Number:	90039048	WSLY	
Serial Number:	90039057	WSLY	
Serial Number:	90075961	LE ORE	
Serial Number:	87684164	ALL ACCESS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		

CH \$290.00 5671282

TRADEMARK

Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 799936

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 05/10/2021

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 3, 2021, is made by BANDIER HOLDINGS LLC, a New York limited liability company (“Grantor”) with an address of 960 Park Avenue, New York, New York 10028 in favor of ENTREPRENEUR GROWTH CAPITAL LLC, a Delaware limited liability company (“Lender”) with an address of 505 Park Avenue, 6th Floor, New York, NY 10022.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, BANDIER MANHASSET LLC a New York limited liability company (“Manhasset”), BANDIER COMMERCE LLC, a New York limited liability company (“Commerce”), BANDIER FLATIRON LLC, a New York limited liability company (“Flatiron”), BANDIER, LLC, a New York limited liability company (“LLC”), BANDIER WEST HOLLYWOOD LLC, a Delaware limited liability company (“West Hollywood”), BANDIER MADISON LLC, a New York limited liability company (“Madison” together with Manhasset, Commerce, Flatiron, LLC, West Hollywood each a “Guarantor” and collectively, “Guarantors”; the Guarantors together with the Grantor, the “Loan Parties”) and Lender (as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”), Lender has agreed to make the Loans for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing,

including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Material Intellectual Property” has the meaning set forth in Section 4(a) hereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest (subject to Permitted Liens) in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

a. all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

b. all of its Trademarks (*provided* that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office but only until such statement is filed), and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

c. all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

d. all reissues, continuations or extensions of the foregoing;

e. all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

f. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that on the date hereof, Grantor does not have any interest in, or title to, any registered Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until all Obligations (other than inchoate indemnity obligations) shall have been indefeasibly paid in full and the Loan Agreement shall have been terminated (the "Termination Date"):

a. Grantor shall notify Lender promptly if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business, as determined by Grantor in the exercise of its commercial reasonable discretion (hereinafter, "Material Intellectual Property"), may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Material Intellectual Property, its right to register the same, or to keep and maintain the same.

b. Within 30 days of filing an application for the registration of any Patent, Trademark or Copyright constituting Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency Grantor shall notify Lender of such filing and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby, in each case, constituting Intellectual Property Collateral.

c. Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of all Material Intellectual Property, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

d. In the event that any Material Intellectual Property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall immediately take all actions as Grantor shall deem appropriate under the circumstances to protect such Material Intellectual Property.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

Upon such termination, Lender shall execute, at the expense of Grantor, such releases and terminations in form suitable for filing with respect to the Liens granted hereunder.

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

BANDIER HOLDINGS LLC

By: Neil Boyarsky
Name: Neil Boyarsky
Title: Founder

ACCEPTED and ACKNOWLEDGED by:

ENTREPRENEUR GROWTH CAPITAL, LLC

By: _____
Dean Landis, President


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

BANDIER HOLDINGS LLC

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

ENTREPRENEUR GROWTH CAPITAL, LLC

By:  _____
Dean Landis, President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Date</u>
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None.

3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached.

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached.

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

Registered Trademarks

Trademark Name	SubCase	Country Application Number Filing Date	Case Type Publication Number Publication Date	Mark Type Registration Number Registration Date Next Renewal
ALL ACCESS				
		United States of America 87/684197 14-Nov-2017	ORD 03-Apr-2018	Trademark 5671282 05-Feb-2019 05-Feb-2029
Class(es):		25 Int.		
ALL ACCESS				
		United States of America 87/684205 14-Nov-2017	ORD 13-Nov-2018	Trademark
Class(es):		18 Int.		
ALL ACCESS				
		United States of America 87/684205 14-Nov-2017	ORD 03-Apr-2018	Service Mark
Class(es):		35 Int.		
ALL ACCESS				
		United States of America 87/982462 14-Nov-2017	ORD	Service Mark 5985284 11-Feb-2020 11-Feb-2030
Class(es):		35 Int.		

BANDIER Stylized	United States of America 86/735407 24-Aug-2015	ORD 09-Feb-2016	Trademark 5649553 08-Jan-2019 08-Jan-2029
Class(es):	25 Int.		
BANDIER Stylized	United States of America 86/735449 24-Aug-2015	ORD 09-Feb-2016	Trademark 5649554 08-Jan-2019 08-Jan-2029
Class(es):	18 Int.		
BANDIER Stylized	United States of America 86/736622 25-Aug-2015	ORD 09-Feb-2016	Service Mark 4945562 26-Apr-2016 26-Apr-2026
Class(es):	35 Int.		
FASHION FITNESS MUSIC	United States of America 86/736678 25-Aug-2015	ORD 01-Mar-2016	Service Mark 5293730 26-Sep-2017 26-Sep-2027
Class(es):	35 Int.		
WSLY	United States of America 90039048 07-Jul-2020	ORD 24-Nov-2020	Trademark
Class(es):	18 Int.		
WSLY	United States of America 90039057 07-Jul-2020	ORD 17-Nov-2020	Trademark
Class(es):	25 Int.		
LE ORE	United States of America 90075961 July 27, 2020		Trademark
ALL ACCESS	United States of America 87684164 November 14, 2017		Trademark

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. COPYRIGHT REGISTRATIONS

<u>Copyright Title</u>	<u>Registration No.</u>	<u>Date</u>
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None.

1. COPYRIGHT APPLICATIONS

<u>Copyright Title</u>	<u>Application No.</u>	<u>Date</u>
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None.

2. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.