

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660565

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DBH Worldwide, LLC		07/15/2021	Limited Liability Company: CALIFORNIA
Project Fusion, LLC		07/15/2021	Limited Liability Company: DELAWARE
Mad Engine Global, LLC		07/15/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Term Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	3383334	DESIGN BY HUMANS
Registration Number:	5059405	LOST GODS
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

OP \$1540.00 3383334

Property Type	Number	Word Mark
Registration Number:	3946039	L
Registration Number:	3946034	L R G
Registration Number:	5186705	RESEARCH
Registration Number:	4649591	HUSTLE TREES
Registration Number:	4615772	STAY LIFTED
Registration Number:	4452641	HUSTLE TREES
Registration Number:	3881735	LIFTED RESEARCH GROUP
Registration Number:	3839357	LUX IRIE
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:	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	
Registration Number:	3569673	
Registration Number:	3569666	NEFF

Property Type	Number	Word Mark
Registration Number:	3660069	NEFF
Registration Number:	4129148	NEFF
Registration Number:	4637451	
Serial Number:	90395708	FIFTH SUN
Serial Number:	88116731	LIFTED RESEARCH GROUP
Serial Number:	88116732	LRG
Serial Number:	88116736	LRG
Serial Number:	88116734	

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: james.murray@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	07/16/2021

Total Attachments: 9
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. DBH Worldwide, LLC
Limited Liability Company - California
2. Project Fusion, LLC
Limited Liability Company - Delaware
3. Mad Engine Global, LLC
Limited Liability Company - Delaware
 Other _____
Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 15, 2021
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch,
as Term Collateral Agent

Street Address: 60 Wall Street

City: New York

State: NY

Country: US Zip: 10005

Individual(s) Citizenship _____

Association Citizenship _____

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Fusion/Mad Engine 05501.0537

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Doris Ka

Signature

July 16, 2021

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TERM LOAN TRADEMARK SECURITY AGREEMENT

TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2021, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Term Loan Security Agreement, dated as of July 15, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Term Loan Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office (“PTO”) on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, mutatis mutandis.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in

accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

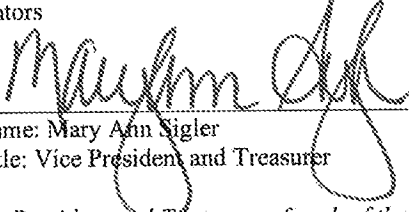
[signature page follows]

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

Very truly yours,

**MAD ENGINE GLOBAL, LLC
PROJECT FUSION, LLC
DBH WORLDWIDE, LLC,**
as Grantors

By: _____

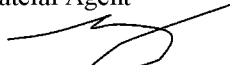

Name: Mary Ann Sigler
Title: Vice President and Treasurer

MS

*As Vice President and Treasurer of each of the above entities
and, in such capacity, intending by this signature to legally
bind each of the above entities*

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Philip Tancorra
Vice President
Title: philip.tancorra@db.com
2:2 250-6376

By: 
Name: Yumi Okabe
Title: Vice President
yumi.okabe@db.com
212-250-2966

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
DBH Worldwide, LLC	3383334	Design by Humans
Project Fusion, LLC	5059405	Lost Gods
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	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	3946039	L (Stylized)
Mad Engine Global, LLC	3946034	L R G
Mad Engine Global, LLC	5186705	Research
Mad Engine Global, LLC	4649591	Hustle Trees

OWNER	REGISTRATION NUMBER	TRADEMARK
Mad Engine Global, LLC	4615772	Stay Lifted
Mad Engine Global, LLC	4452641	Hustle Trees
Mad Engine Global, LLC	3881735	Lifted Research Group
Mad Engine Global, LLC	3839357	Lux Irie
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 (Old 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)

OWNER	REGISTRATION NUMBER	TRADEMARK
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	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	4637451	

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Project Fusion, LLC	90395708	FIFTH SUN
Mad Engine Global, LLC	88116731; (1A)	Lifted Research Group

Mad Engine Global, LLC	88116732; (1A)	LRG
Mad Engine Global, LLC	88116736; (1A)	LRG Script
Mad Engine Global, LLC	88116734; (1A)	Miscellaneous Design (New Tree in circle)