

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665208

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IP HOLDINGS UNLTD LLC		08/04/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC, as Collateral Agent
Street Address:	2 Greenwich Plaza
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	5324085	CUT & SEW
Registration Number:	3136581	CUT&SEW
Registration Number:	5476067	ECKO FUNCTION
Registration Number:	2516030	ECKO UNLIMITED
Registration Number:	2516031	ECKO UNLTD.
Registration Number:	2978103	ECKO UNLTD.
Registration Number:	5525517	ECKO UNLTD. MMA
Registration Number:	5476009	ECKORED
Registration Number:	3781500	MARC ECKO
Registration Number:	4138180	MARC ECKO
Registration Number:	4317354	MARC ECKO
Registration Number:	5324084	MARC ECKO
Registration Number:	5411208	MARC ECKO
Registration Number:	4246347	
Registration Number:	2729329	
Registration Number:	2978104	
Registration Number:	3160067	
Registration Number:	3788000	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4150607	
Registration Number:	2890165	
Registration Number:	4610019	
Registration Number:	3347319	
Registration Number:	4099450	
Registration Number:	4091679	
Registration Number:	3088851	UNLTD.
Registration Number:	4150585	UNLTD.
Registration Number:	4175891	UNLTD.
Registration Number:	5346638	UNLTD.
Registration Number:	4096631	UNLTD. BY MARC ECKO
Registration Number:	3023843	WORLD FAMOUS RHINO BRAND
Registration Number:	5146986	WORLD FAMOUS RHINO BRAND
Serial Number:	88049995	ECKO UNLTD.
Serial Number:	88081082	
Serial Number:	88365352	
Serial Number:	88033591	UNLTD.
Serial Number:	88629904	UNLTD.
Serial Number:	88218177	UNLTD. BY MARC ECKO
Serial Number:	90447611	ECKO UNLTD.
Serial Number:	90830159	ECKO UNLTD.
Serial Number:	88906277	MARC ECKO
Serial Number:	88906301	
Serial Number:	90582700	
Serial Number:	90830185	
Serial Number:	90737440	
Serial Number:	88906306	UNLTD.
Serial Number:	90218542	UNLTD. BY MARC ECKO
Serial Number:	90218609	UNLTD. BY MARC ECKO
Serial Number:	90589224	UNLTD. BY MARC ECKO

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

TRADEMARK

REEL: 007379 FRAME: 0973

Address Line 4:	Washington, D.C. 20006
ATTORNEY DOCKET NUMBER:	37754.00034
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/05/2021
Total Attachments: 8 source=Iconix - Trademark Security Agreement (IP Holdings Unltd LLC) [Execution Version]#page1.tif source=Iconix - Trademark Security Agreement (IP Holdings Unltd LLC) [Execution Version]#page2.tif source=Iconix - Trademark Security Agreement (IP Holdings Unltd LLC) [Execution Version]#page3.tif source=Iconix - Trademark Security Agreement (IP Holdings Unltd LLC) [Execution Version]#page4.tif source=Iconix - Trademark Security Agreement (IP Holdings Unltd LLC) [Execution Version]#page5.tif source=Iconix - Trademark Security Agreement (IP Holdings Unltd LLC) [Execution Version]#page6.tif source=Iconix - Trademark Security Agreement (IP Holdings Unltd LLC) [Execution Version]#page7.tif source=Iconix - Trademark Security Agreement (IP Holdings Unltd LLC) [Execution Version]#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”), effective as of August 4, 2021, is granted by **IP HOLDINGS UNLTD LLC**, a Delaware limited liability company (“**Grantor**”) to **SILVER POINT FINANCE, LLC**, a Delaware limited liability company (the “**Collateral Agent**”).

WHEREAS, IP HOLDINGS UNLTD LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of August 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located other than Excluded Property (collectively, the “**Trademark Collateral**”):

- (i) trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks or trademark applications set forth on Schedule A annexed hereto) and all renewals of such trademark registrations, (collectively, the “**Trademarks**”);
- (ii) all goodwill symbolized by the Trademarks; and
- (iii) all proceeds thereof and the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the Trademarks, including license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein

would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

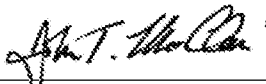
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT
MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE
SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE
WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY
PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT
OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

IP HOLDINGS UNLTD LLC,
a Delaware limited liability company

By:  _____

Name: John McClain

Title: Chief Financial Officer, Vice President and
Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Accepted and Agreed:

SILVER POINT FINANCE, LLC, as the
Collateral Agent

By: _____

Name: Jesse Dorigo
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

<u>Brand</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Class(es)</u>
Ecko	United States	CUT & SEW	Registered	04/04/2014	86/243,195	10/31/2017	5,324,085	025
Ecko	United States	CUT&SEW	Registered	03/22/2004	78/388,502	08/29/2006	3,136,581	025
Ecko	United States	ECKO FUNCTION	Registered	04/04/2016	86/963,265	05/22/2018	5,476,067	025
Ecko	United States	ECKO UNLIMITED	Registered	01/29/1998	75/425,541	12/11/2001	2,516,030	025
Ecko	United States	ECKO UNLTD.	Allowed	07/24/2018	88/049,995			009
Ecko	United States	ECKO UNLTD.	Registered	01/29/1998	75/425,542	12/11/2001	2,516,031	025
Ecko	United States	ECKO UNLTD.	Registered	12/15/2000	78/039,450	07/26/2005	2,978,103	018
Ecko	United States	ECKO UNLTD. MMA	Registered	11/07/2016	87/228,484	07/24/2018	5,525,517	025
Ecko	United States	ECKORED	Registered	02/22/2016	86/915,307	05/22/2018	5,476,009	025
Ecko	United States	MARC ECKO	Registered	11/13/2006	77/042,265	04/27/2010	3,781,500	003
Ecko	United States	MARC ECKO	Registered	08/22/2011	85/403,915	05/08/2012	4,138,180	025
Ecko	United States	MARC ECKO	Registered	11/20/2008	77/618,579	04/09/2013	4,317,354	025
Ecko	United States	MARC ECKO	Registered	04/04/2014	86/243,144	10/31/2017	5,324,084	025
Ecko	United States	MARC ECKO	Registered	06/19/2017	87/495,164	02/27/2018	5,411,208	009

Ecko	United States	Rhino in Heart Design	Registered	01/26/2010	77/920,539	11/20/2012	4,246,347	025
Ecko	United States	Rhino Logo	Allowed	08/16/2018	88/081,082			028
Ecko	United States	Rhino Logo	Allowed	04/01/2019	88/365,352			021
Ecko	United States	Rhino Logo	Registered	08/28/2002	78/158,878	06/24/2003	2,729,329	025
Ecko	United States	Rhino Logo	Registered	12/15/2000	78/039,457	07/26/2005	2,978,104	009 014 018
Ecko	United States	Rhino Logo	Registered	07/02/2004	78/445,519	10/17/2006	3,160,067	035
Ecko	United States	Rhino Logo	Registered	07/01/2008	77/512,694	05/11/2010	3,788,000	003
Ecko	United States	Rhino Logo	Registered	02/19/2010	77/939,965	05/29/2012	4,150,607	009
Ecko	United States	Rhino Logo	Registered	08/28/2002	78/158,725	09/28/2004	2,890,165	025
Ecko	United States	Rhino Logo	Registered	01/19/2011	85/220,838	09/23/2014	4,610,019	009
Ecko	United States	Scissor Design	Registered	03/13/2007	77/129,203	12/04/2007	3,347,319	025
Ecko	United States	Scissor Design	Registered	08/25/2009	77/812,026	02/14/2012	4,099,450	025
Ecko	United States	Standing Rhino design	Registered	05/04/2010	85/029,445	01/24/2012	4,091,679	025
Ecko	United States	UNLTD.	Allowed	07/11/2018	88/033,591			009
Ecko	United States	UNLTD.	Allowed	09/25/2019	88/629,904			035
Ecko	United States	UNLTD.	Registered	06/10/2004	78/976,703	05/02/2006	3,088,851	025
Ecko	United States	UNLTD.	Registered	01/20/2010	77/915,878	05/29/2012	4,150,585	003
Ecko	United States	UNLTD.	Registered	10/24/2008	77/600,241	07/17/2012	4,175,891	025
Ecko	United States	UNLTD.	Registered	02/06/2015	86/527,288	11/28/2017	5,346,638	009

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Ecko	United States	UNLTD. BY MARC ECKO	Allowed	12/05/2018	88/218,177			024
Ecko	United States	UNLTD. BY MARC ECKO	Registered	01/20/2010	77/915,862	02/07/2012	4,096,631	003
Ecko	United States	WORLD FAMOUS RHINO BRAND	Registered	03/19/2004	78/976,042	12/06/2005	3,023,843	025
Ecko	United States	WORLD FAMOUS RHINO BRAND	Registered	03/17/2014	86/223,508	02/21/2017	5,146,986	018

Pending Trademark Applications

<u>Brand</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Class(es)</u>
Ecko	United States	ECKO UNLTD.	Pending	01/04/2021	90/447,611			009
Ecko	United States	ECKO UNLTD.	Pending	07/15/2021	90/830,159			09 12 28
Ecko	United States	MARC ECKO	Pending	05/07/2020	88/906,277			009 010
Ecko	United States	Rhino Logo	Pending	05/07/2020	88/906,301			009 010
Ecko	United States	Rhino Logo	Pending	03/16/2021	90/582,700			003 008 010 011 021 025
Ecko	United States	Rhino Logo	Pending	07/15/2021	90/830,185			09 12 28
Ecko	United States	Rhino Logo	Pending	05/26/2021	90/737,440			009
Ecko	United States	UNLTD.	Pending	05/08/2020	88/906,306			009 010
Ecko	United States	UNLTD. BY MARC ECKO	Pending	09/28/2020	90/218,542			020 024 027
Ecko	United States	UNLTD. BY MARC ECKO	Pending	09/28/2020	90/218,609			024

Ecko	United States	UNLTD. BY MARC ECKO	Pending	03/19/2021	90/589,224			020
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