

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM662581

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	THIRD AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEALL'S, INC.		07/23/2021	Corporation: FLORIDA
BEALLS STORES, INC.		07/23/2021	Corporation: FLORIDA
BEALL'S IMPORTS, INC.		07/23/2021	Corporation: FLORIDA
BEALL'S OUTLET STORES, INC.		07/23/2021	Corporation: FLORIDA
BURKE'S OUTLET STORES, LLC		07/23/2021	Limited Liability Company: TEXAS
BUNULU, LLC		07/23/2021	Limited Liability Company: FLORIDA
BEALL'S HEALTH AND FITNESS, LLC		07/23/2021	Limited Liability Company: FLORIDA
BDSRCO, INC.		07/23/2021	Corporation: FLORIDA
SEJAX HOLDINGS, LLC		07/23/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	125 High Street, 11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90274516	BEALLS	
Serial Number:	90674765	LIVE LIFE LOCAL	
Serial Number:	90686932	BEALLS OUTFITTERS	
Serial Number:	90274547	BEALLS OUTLET	
Serial Number:	90570455	GIGIL	
Serial Number:	90654189	HARMONY SPA	
Serial Number:	90660255	MORE BRANDS BIG SAVINGS	

OP \$265.00 90274516

Property Type	Number	Word Mark
Serial Number:	90677687	BEALLS OUTLET B
Serial Number:	90677723	BURKES OUTLET B
Serial Number:	90686955	BURKES OUTFITTERS

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1420543
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	07/26/2021

Total Attachments: 9

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**THIRD AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Third Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of July 23, 2021, by and among (a) each of the Persons party hereto as a "Grantor" (each such Person, individually, a "Grantor" and, collectively, the "Grantors"), and (b) Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Credit Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of April 11, 2008 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "IP Security Agreement"), by and among the Grantors and the Collateral Agent, pursuant to which, among other things, the Grantors granted to the Collateral Agent, for the ratable benefit of the Credit Parties, a continuing security interest in and to the IP Collateral (as defined therein); and

WHEREAS, the Grantors have advised the Collateral Agent that certain of the Grantors have acquired certain additional IP Collateral; and

WHEREAS, the Grantors and the Collateral Agent now wish to amend, modify and supplement the IP Security Agreement and, without limiting the foregoing, confirm and ratify the Collateral Agent's continuing security interest in and to the IP Collateral, as more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Credit Agreement (as applicable).
2. Amendments to IP Security Agreement.
 - (a) Section 4 of the IP Security Agreement is hereby amended by deleting the phrase "as of January 5, 2021" in each instance where it appears in such Section and replacing such phrase with "as of the Fourth Amendment Effective Date".
 - (b) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT A** thereto by adding to such **EXHIBIT A** the **EXHIBIT A-1** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Copyrights and Copyright Licenses described on such **EXHIBIT A-1** (collectively, the "New Copyrights"). For purposes of clarity, such **EXHIBIT A-1** shall be deemed to

supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement.

- (c) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT B** thereto by adding to such **EXHIBIT B** the **EXHIBIT B-1** annexed hereto, and the IP Collateral described in Section 2(b) of the IP Security Agreement shall be deemed to include the Patents and Patent Licenses described on such **EXHIBIT B-1** (collectively, the “New Patents”). For purposes of clarity, such **EXHIBIT B-1** shall be deemed to supplement, rather than replace, **EXHIBIT B** annexed to the IP Security Agreement.
 - (d) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT C** thereto by adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto, and the IP Collateral described in Section 2(c) of the IP Security Agreement shall be deemed to include the Trademarks and Trademark Licenses described on such **EXHIBIT C-1** (collectively, the “New Trademarks”, and together with the New Copyrights and the New Patents, collectively, the “New IP”). For purposes of clarity, such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.
3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by such Grantors to the Collateral Agent (for the ratable benefit of the Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby:
- (a) confirms and ratifies the grant of security interest in the IP Collateral previously provided to the Collateral Agent (for the ratable benefit of the Credit Parties) pursuant to the IP Security Agreement, and
 - (b) further grants to the Collateral Agent (for the ratable benefit of the Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the New IP, together with all of such Grantor’s assets of the type described in Section 2 of the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the “New IP Collateral”).
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including, without limitation, the New IP Collateral) shall continue to secure the Secured Obligations.

5. Miscellaneous.

- (a) This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. An executed facsimile or electronic copy of this Amendment shall be effective for all purposes as an original hereof.
- (b) The IP Security Agreement, as amended by this Amendment, expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
- (c) Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Amendment.
- (d) This Amendment and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the law of the State of Massachusetts.

[signature pages follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Confirmation and Ratification to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BEALL'S, INC.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: VP- Treasurer

BEALLS STORES, INC.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Asst. Secretary / Treasurer

BEALL'S IMPORTS, INC.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Secretary / Treasurer

BEALL'S OUTLET STORES, INC.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Asst. Secretary / Treasurer

BURKE'S OUTLET STORES, LLC

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Asst. Secretary / Treasurer

BUNULU, LLC

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Secretary / Treasurer

Signature Page to Third Amendment to Intellectual Property Security Agreement

BEALL'S HEALTH AND FITNESS, LLC

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Secretary / Treasurer

BDSRCO, INC.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Secretary / Treasurer


SEJAX HOLDINGS, LLC

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Secretary / Treasurer

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COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION (as successor by merger to Wells
Fargo Retail Finance, LLC)

By: 
Name: Danielle M. Baldinelli
Title: Duly Authorized Signatory

Signature Page to Third Amendment to Intellectual Property Security Agreement

EXHIBIT A-1

Supplemental List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

None

Copyright Licenses

N/A

EXHIBIT B-1

Supplemental List of Patents and Patent Licenses

Patents and Patent Applications

N/A

Patent Licenses

N/A

EXHIBIT C-1

Supplemental List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

(All of the below trademark registrations and applications are owned by BDSRCO, Inc.)

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Bealls logo with bell design (Service Mark)	90274516	10/23/2020
Live Life Local (Service Mark)	90674765	4/27/2021
Bealls Outfitters	90686932	5/3/2021
Bealls Outlet logo (Service Mark)	90274547	10/23/2020
Gigil (Footwear)	90570455	3/10/2021
Harmony Spa (Candles/Potpourri)	90654189	4/19/2021
More Brands Big Savings & Design (Service Mark)	90660255	4/21/2021
bealls outlet with b logo (Service Mark)	90677687	4/28/2021
burkes outlet with b logo (Service Mark)	90677723	4/28/2021
Burkes Outfitters (Service Mark)	90686955	5/3/2021

Trademark Licenses

N/A

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