

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685618

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CUR8 BRANDS, LLC		11/02/2021	Limited Liability Company: CALIFORNIA
MEDIT8 HOLDINGS, LLC		11/02/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	333 South Grand Avenue, 12th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90014
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6515273	SOFT CLOTH LIFESTYLE BUILT ON COMFORT
Registration Number:	6159551	FASHIONTEK 24/7
Registration Number:	5870309	CALIFORNIA JEANS CO. 1976
Registration Number:	5847325	QUALITY CRAFTSMANSHIP AMERICAN VINTAGE M
Registration Number:	5278558	CALIFORNIA SHIRT CO. 1976
Registration Number:	5321798	JB BRITCHES
Registration Number:	5117693	JB WORKSHOP
Registration Number:	4149450	DEKKO MODE
Registration Number:	3191561	JB BRITCHES
Registration Number:	3754248	DI MILANO UOMO
Registration Number:	2864501	JB BRITCHES
Registration Number:	4939423	COASTAORO

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

TRADEMARK

Email: results-uccteam6@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: K. Terrell Hutchins

SIGNATURE: /K. Terrell Hutchins/

DATE SIGNED: 11/03/2021

Total Attachments: 17

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 2nd day of November, 2021, among **CUR8 BRANDS, LLC**, a California limited liability company ("Cur8 Brands"), **MEDIT8 HOLDINGS, LLC**, a California limited liability company ("Medit8") and together with Cur8 Brands, individually and collectively, jointly and severally, "Grantor", having its chief executive office at 309 East 8th Street, Los Angeles, California 92627, and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Factor"), having a place of business at 333 South Grand Avenue, 12th Floor, Los Angeles, California 90014.

WITNESSETH:

WHEREAS, Factor has entered or is about to enter into certain financing arrangements with Castma, Inc., a California corporation ("Castma"), 3rd TR8 Apparel, Inc., a California corporation ("TR8"), 8th Street Branding, LLC, a California limited liability company ("Branding"), E.8 Denim House, LLC, a California limited liability company ("Denim House"), and JB Britches, Inc., a California corporation ("Britches" and, together with Castma, TR8, Branding, and Denim House, individually and collectively, jointly and severally, "Client") pursuant to that certain Factoring Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Factoring Agreement"), pursuant to which Factor may purchase accounts and may make loans and advances and provide other financial accommodations to Client, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Factoring Agreement, the Guaranty (as defined below), and the Other Agreements (as defined in the Factoring Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, pursuant to that certain Unlimited Guaranty (Limited Liability Company), dated the date hereof, made by Grantor in favor of Factor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Guaranty"), Grantor has guaranteed the obligations of Client arising under the Factoring Agreement and the other Factoring Documents;

WHEREAS, in order to induce Factor to enter into the Factoring Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Grantor pursuant thereto, Grantor has agreed to grant to Factor certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises 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 Factoring Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Grantor hereby grants to Factor, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (c) all products and proceeds (as that term is defined in the UCC) 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 Trademark 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 License. Notwithstanding anything contained in this Agreement to the contrary, the term "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 United States Patent and Trademark Office (the "USPTO") 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 Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Grantor in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Grantor, in each case, including the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Factor's rights under the Financing Agreements. Notwithstanding the foregoing, the pledge, grant of a lien and security interest, and assignments as provided herein shall not extend to, and the term "Collateral" shall not include any agreement, contract, or Trademark License in or to which Grantor has any right, title or interest to the extent such contract or agreement includes an enforceable provision containing a restriction on assignment such that (i) the creation or perfection of a security interest in the right, title or interest of Grantor therein would be prohibited or (ii) the creation or perfection of a security interest, or the assignment of, such agreement contract, or Trademark License would, in and of itself, cause or result in a default thereunder enabling another person who is a party to such agreement or contract to enforce any remedy with respect thereto; provided that the foregoing exclusion shall not apply if (a) such prohibition has been waived or such other person has otherwise consented to the creation or perfection hereunder of a security interest in such agreement or contract or (b) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law or principles of equity.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Factor pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore

or hereafter, arising under this Agreement, the Guaranty, or any other agreement or by operation of law, now or hereafter owing by Grantor to Factor or to any affiliate of Factor, and whether incurred by Grantor as principal, surety, endorser, guarantor, or otherwise (as hereinafter referred to as the “Obligations”). Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future Grantors of Factor, or through participation.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Grantor hereby represents, warrants and covenants with and to Factor the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Factor to Grantor under the Financing Agreements:

(a) Grantor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Grantor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Grantor shall, at Grantor’s sole expense, perform all acts and execute all documents necessary or, in Factor’s sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Grantor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Factor, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Factor to any such action, except as such action is expressly permitted hereunder.

(d) Grantor shall, at Grantor’s sole expense, promptly perform all acts and execute all documents requested at any time by Factor to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Grantor hereby authorizes Factor to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Factor or as otherwise determined by Factor. Grantor further authorizes Factor to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Grantor does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Grantor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Factor two (2) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Factor’s exercise of the rights and remedies granted to Factor hereunder.

(g) Factor may, in its sole and absolute discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as requested by Factor to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Grantor shall be liable to Factor for any such payment, which payment shall be deemed an advance by Factor to Grantor, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Grantor to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

(h) Grantor shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Grantor has given Factor thirty (30) days prior written notice of such action. If, after the date hereof, Grantor shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Factor, Grantor shall promptly execute and deliver to Factor any and all assignments, agreements, instruments, documents and such other papers as may be requested by Factor to evidence the security interests in and conditional assignment of such Trademark in favor of Factor.

(i) Grantor has not abandoned any of the Trademarks and Grantor shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Grantor shall notify Factor immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Grantor shall render any assistance, as Factor shall determine is necessary or advisable, to Factor in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Factor's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Factor, including the validity, priority or perfection of the security interest granted herein or the remedies of Factor hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Grantor shall promptly notify Factor if Grantor (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Factor, Grantor, at Grantor's sole expense, shall join with Factor in such action as Factor, in Factor's sole and absolute discretion, may deem advisable for the protection of Factor's interest in and to any or all of the Trademarks.

(l) Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Factor harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Grantor (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Grantor (or any affiliate thereof). The foregoing

indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Factoring Agreement.

(m) Grantor shall promptly pay Factor for any and all expenditures made by Factor pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Grantor to Factor set forth in the Factoring Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Factor, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, Factor shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor except as such notice or consent is expressly provided for hereunder:

(a) Factor may require that neither Grantor nor any affiliate of Grantor make any use of the Trademarks for any purpose whatsoever. Factor may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Factor by Grantor or any affiliate of Grantor or for such other reason as Factor may determine.

(b) Factor may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Factor shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Factor may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Grantor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Grantor of any proposed disposition shall be deemed reasonable notice thereof and Grantor waives any other notice with respect thereto. Factor shall have the power to buy the Collateral or any part thereof, and Factor shall also have the power to execute assurances and perform all other acts which Factor may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Factor may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees to pay Factor on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Grantor agrees that Factor has no obligation to preserve rights to the Trademarks against any other parties.

(e) Factor may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Factor. Thereafter,

Factor may apply any remaining proceeds to such of the Obligations as Factor may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Grantor shall remain liable for any such deficiency and shall pay Factor on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Grantor to Factor set forth in the Factoring Agreement.

(f) Grantor shall supply to Factor or to Factor's designee, Grantor's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Factor to take any such action at any time. All of Factor's rights and remedies, whether provided under this Agreement, the Factoring Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of California and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of California. Grantor and Factor expressly submit and consent to the jurisdiction of the state and federal courts located in the County of Los Angeles, State of California with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Grantor and Factor irrevocably waive all claims, obligations and defenses that Grantor or Factor, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Factor to bring proceedings against Grantor in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) FACTOR AND GRANTOR DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Reference Provisions.

(i) The parties prefer that any dispute between them be resolved in litigation subject to a Jury Trial Waiver as set forth in this Pledge Agreement, but the California Supreme Court has held that pre-dispute Jury Trial Waivers not authorized by statute are unenforceable. This Reference Provision will be applicable until: (i) the California Supreme Court holds that a pre-dispute Jury Trial Waiver provision similar to that contained in this Pledge Agreement is valid or enforceable; or (ii) the California Legislature enacts a statute which becomes law, authorizing pre-dispute Jury Trial Waivers of the type in this Pledge Agreement and, as a result, such waivers become enforceable.

(ii) Other than (i) nonjudicial foreclosure of security interests in real or personal property, (ii) the appointment of a receiver or (iii) the exercise of other provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Pledge Agreement, will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in this Pledge Agreement, venue for the reference proceeding will be in the Superior Court or Federal District Court in the County or District where the real property, if any, is located or in a County or District where venue is otherwise appropriate under applicable law (the "Court").

(iii) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

(iv) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (a) set the matter for a status and trial-setting conference within thirty (30) days after the date of selection of the referee, (b) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (c) report a statement of decision within thirty (30) days after the matter has been submitted for decision.

(v) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon twenty-one (21) days written notice, and all other discovery shall be responded to within thirty (30) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(vi) Except as expressly set forth in this Pledge Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(vii) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary

adjudication. The referee shall issue a decision and pursuant to CCP §644 the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order or from any appealable decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(viii) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or Justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(ix) THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS PLEDGE AGREEMENT.

(c) Grantor waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Factor shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Factor that the losses were the result of Factor's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any

restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Factor shall have the right to assign this Agreement; Grantor shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Factor and Grantor and their respective successors and assigns.

(d) No failure or delay by Factor in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Factor's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Factor may have. No waiver by Factor will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Grantor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(g) This Agreement and any notices delivered under this 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. Factor reserves the right, in its sole and absolute discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement or on any notice delivered to Factor under this Agreement. This Agreement and any notices delivered under this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of the Agreement or notice.

IN WITNESS WHEREOF, Grantor and Factor have executed this Agreement as of the day and year first above written.

CURS BRANDS, LLC

By: Steven V. Ajamian
Name: STEVEN V. AJAMIAN
Title: CHIEF FINANCIAL OFFICER

MEDITS HOLDINGS, LLC

By: Steven V. Ajamian
Name: STEVEN V. AJAMIAN
Title: CHIEF FINANCIAL OFFICER

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Title: Authorized Signatory

IN WITNESS WHEREOF, Grantor and Factor have executed this Agreement as of the day and year first above written.

CUR8 BRANDS, LLC

By: _____
Name: _____
Title: _____

MEDIT8 HOLDINGS, LLC

By: _____
Name: _____
Title: _____

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**


By:  _____
Title: Authorized Signatory

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

CUR8 BRANDS, LLC

Owner	Trademark	Status	Serial No.	Registration No.	Registration Date
CUR8 BRANDS, LLC	SOFT CLOTH LIFESTYLE BUILT ON COMFORT	Registered	90380816	6515273	October 12, 2021
CUR8 BRANDS, LLC	FASHIONTEK 24/7	Registered	88531286	6159551	September 22, 2020
CUR8 BRANDS, LLC	CALIFORNIA JEANS CO. 1976	Registered	88425420	5870309	September 24, 2019
CUR8 BRANDS, LLC	QUALITY CRAFTSMANSHIP AMERICAN VINTAGE MANUFACTURING COMPANY	Registered	88195162	5847325	August 27, 2019
CUR8 BRANDS, LLC	CALIFORNIA SHIRT CO. 1976	Registered	87362167	5278558	August 29, 2017
CUR8 BRANDS, LLC		Registered	87359947	5321798	October 31, 2017
CUR8 BRANDS, LLC	JB WORKSHOP	Registered	86932174	5117693	January 10, 2017
CUR8 BRANDS, LLC	DEKKO MODE	Registered	85426203	4149450	May 29, 2012
CUR8 BRANDS, LLC		Registered	78657760	3191561	January 2, 2007

CUR8 BRANDS, LLC	di Milano uomo	Registered	77777850	3754248	March 2, 2010
CUR8 BRANDS, LLC		Registered	76516339	2864501	July 20, 2004

MEDIT8 HOLDINGS, LLC

Owner	Trademark Name	Status	Serial No.	Registration No.	Registration Date
MEDIT8 HOLDINGS, LLC	COASTAORO	Registered	886684750	4939423	April 19, 2016

MEDIT8 HOLDINGS, LLC

1.

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that CUR8 BRANDS, LLC, a California limited liability company (“Cur8 Brands”), MEDIT8 HOLDINGS, LLC, a California limited liability company (“Medit8” and together with Cur8 Brands, individually and collectively, jointly and severally, “Grantor”), having its chief executive office at 309 East 8th Street, Los Angeles, California 90014, hereby appoints and constitutes WELLS FARGO BANK, NATIONAL ASSOCIATION (“Factor”), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Factor, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Grantor and Factor (the “Agreement”), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Factor, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations,” as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Factor.

Dated: _____, 2021

[Signature Page Follows]

