

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704288

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|---|------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 6666 BRAND, LLC | | 01/21/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FORTRESS CREDIT CORP | | |
| Street Address: | 1251 Avenue of the Americas | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10020 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1910330 | 6666 | |
| Registration Number: | 4845271 | 6666 | |
| Registration Number: | 6281168 | 6666 | |
| Registration Number: | 6474458 | 6666 | |
| Registration Number: | 6474539 | FOUR SIXES | |
| Serial Number: | 90069843 | FOUR SIXES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 312-862-4396 | | |
| Email: | noreen.gosselin@kirkland.com | | |
| Correspondent Name: | Noreen Gosselin | | |
| Address Line 1: | Kirkland & Ellis LLP | | |
| Address Line 2: | 300 North LaSalle | | |
| Address Line 4: | CHICAGO, ILLINOIS 60654 | | |
| ATTORNEY DOCKET NUMBER: | 11553/114 | | |
| NAME OF SUBMITTER: | NOREEN GOSSELIN | | |
| SIGNATURE: | /NOREEN GOSSELIN/ | | |

CH \$165.00 1910330

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|---------------------|------------|
| DATE SIGNED: | 01/24/2022 |
|---------------------|------------|

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of January 21, 2022 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantor*”), in favor of FORTRESS CREDIT CORP., as collateral agent acting for the benefit of the Credit Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of January 21, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among 6666 BRAND, LLC, a Delaware limited liability company (the “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and FORTRESS CREDIT CORP., as administrative agent for the Lenders, and the Collateral Agent, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered the Guaranty and Security Agreement, dated as of January 21, 2022, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”);

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Credit Parties, a lien on and security interest in all of its Intellectual Property constituting Collateral, including the registered and applied for Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Credit Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Guaranty and Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. As collateral security for the payment and performance in full of all the Secured Obligations, the Grantor hereby pledges and grants to the Collateral Agent for its benefit and for the benefit of the other Credit Parties, a lien on and security interest in all of the Grantor's right, title and interest in, to and under all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, the Trademarks listed on Schedule A hereto, and all income, royalties, proceeds, damages and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses entered into in connection therewith and right to sue for damages and payments for past, present or future infringements, dilutions, and other violations thereof, and all goodwill associated therewith or symbolized thereby (collectively, the "**Trademark Collateral**"). For the avoidance of doubt, pursuant to the Guaranty and Security Agreement, it is acknowledged and agreed that any "intent-to-use" application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, or any other application for a trademark registration that would otherwise be deemed invalidated, unenforceable, cancelled or abandoned due to the grant of a Lien thereon unless and until such time as the grant of such Lien will not affect the validity of such application for trademark registration is Excluded Property and shall not be deemed Collateral or Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Credit Parties, in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof. The Guaranty and Security Agreement (and all rights and remedies of the Collateral Agent and the Credit Parties thereunder) shall remain in full force and effect in accordance with its terms until terminated in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Credit Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

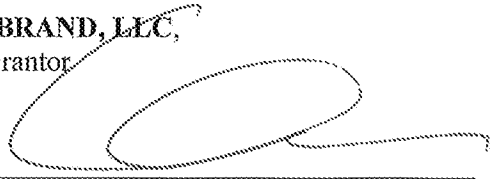
SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with the terms of the Credit Agreement and the Guaranty and Security Agreement. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

6666 BRAND, LLC,
as a Grantor

By: 
Name: Taylor Sheridan
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007566 FRAME: 0692

ACCEPTED:

FORTRESS CREDIT CORP.,
as the Collateral Agent

By: 

Name: Radhika Hulyalkar
Authorized Signatory

Title:

[Signature Page to Trademark Security Agreement]