

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706176

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Twelve South, LLC		01/31/2022	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Bank		
<b>Street Address:</b>	150 Third Avenue South, Suite 800		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37201		
<b>Entity Type:</b>	Chartered Bank: TENNESSEE		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3986312	12 TWELVE SOUTH	
<b>Registration Number:</b>	5292947	ACTIONSLEEVE	
<b>Registration Number:</b>	6268227	AIRFLY	
<b>Registration Number:</b>	6142272	AIRFLY	
<b>Registration Number:</b>	5693420	AIRSNAP	
<b>Registration Number:</b>	3941370	BACKPACK	
<b>Registration Number:</b>	4773798	BASELIFT	
<b>Registration Number:</b>	3935105	BOOKARC	
<b>Registration Number:</b>	3846580	BOOKBOOK	
<b>Registration Number:</b>	5608024	CABLESNAP	
<b>Registration Number:</b>	5734726	CADDYSACK	
<b>Registration Number:</b>	3961373	COMPASS	
<b>Registration Number:</b>	5504457	CURVE	
<b>Registration Number:</b>	6273279	CURVE RISER	
<b>Registration Number:</b>	5241376	FERMATA	
<b>Registration Number:</b>	4942932	FORTÉ	
<b>Registration Number:</b>	4539911	GHOSTSTAND	
<b>Registration Number:</b>	4545115	HIRISE	
<b>Registration Number:</b>	4280838	HIRISE	

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Property Type	Number	Word Mark
Registration Number:	5459802	HIRISE DUET
Registration Number:	4169145	HOVERBAR
Registration Number:	5556432	JOURNAL
Registration Number:	5313292	MAGICBRIDGE
Registration Number:	4740514	PARCSLOPE
Registration Number:	5644822	PENCILSNAP
Registration Number:	4140277	PLUGBUG
Registration Number:	6234257	POWERPIC
Registration Number:	5493082	RELAXEDLEATHER
Registration Number:	6003863	STAYGO
Registration Number:	5069877	TIMEPORTER
Registration Number:	5565990	TWELVE SOUTH

**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:** 6152444994

**Email:** hderrick@gsm.com

**Correspondent Name:** Heather A. Derrick

**Address Line 1:** 150 Third Avenue South

**Address Line 2:** Suite 1700

**Address Line 4:** Nashville, TENNESSEE 37201

<b>NAME OF SUBMITTER:</b>	Heather A. Derrick
<b>SIGNATURE:</b>	/Heather A. Derrick/
<b>DATE SIGNED:</b>	02/02/2022

**Total Attachments: 7**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of January 31, 2022, by TWELVE SOUTH, LLC, a South Carolina limited liability company ("Pledgor"), in favor of PINNACLE BANK ("Bank").

### W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Loan and Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") in favor of the Bank pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Loan Agreement, the Pledgor hereby agrees with the Bank as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Indebtedness, Pledgor hereby pledges and grants to the Bank a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following Pledged Collateral of Pledgor (collectively, "Trademark Collateral"):

- (a) Trademarks of Pledgor, including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing; in each case of the foregoing clause.

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 Bank pursuant to the Loan Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Loan Agreement (other than contingent indemnification obligations not then due and payable), the Bank shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral 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.

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 Tennessee, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

**TWELVE SOUTH, LLC,**  
a South Carolina limited liability company

By: 

Andrew Green, Authorized Signatory

Agreed to and Accepted:

**PINNACLE BANK**

By: \_\_\_\_\_

John Markham, Senior Vice President

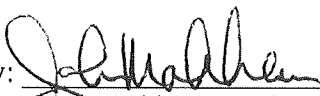
IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**TWELVE SOUTH, LLC,**  
a South Carolina limited liability company

By: \_\_\_\_\_  
Andrew Green, President

Agreed to and Accepted:

**PINNACLE BANK**

By:  \_\_\_\_\_  
John Markham, Senior Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Pub. Date</b>	<b>Regist. No.</b>	<b>Regist. Date</b>	<b>Status</b>
12 (ARROW DESIGN)	United States of America	88/040,908	17-Jul-2018		12-Nov-2019		Registered
12 TWELVE SOUTH (AND COLOR DESIGN)	United States of America	77/785,229	20-Jul-2009	14-Dec-2010	3,986,312	28-Jun-2011	Registered
ACTIONSLEEVE	United States of America	87/276,532	21-Dec-2016	25-Apr-2017	5,292,947	19-Sep-2017	Registered
AIRFLY	United States of America	88/814,387	28-Feb-2020	23-Jun-2020	6,268,227	09-Feb-2021	Registered
AIRFLY	United States of America	87/761,939	19-Jan-2018	29-Oct-2019	6,142,272	01-Sep-2020	Registered
AIRSNAP	United States of America	87/847,146	23-Mar-2018	05-Jun-2018	5,693,420	05-Mar-2019	Registered
BACKPACK	United States of America	77/784,132	17-Jul-2009	07-Dec-2010	3,941,370	05-Apr-2011	Registered

Trademark	Country	Application No.	Filing Date	Pub. Date	Regist. No.	Regist. Date	Status
BASELIFT	United States of America	86/232,282	26-Mar-2014	24-Feb-2015	4,773,798	14-Jul-2015	Registered
BOOKARC	United States of America	77/784,129	17-Jul-2009	01-Jun-2010	3,935,105	22-Mar-2011	Registered
BOOKBOOK	United States of America	77/914,374	19-Jan-2010	20-Apr-2010	3,846,580	07-Sep-2010	Registered
CABLESNAP	United States of America	87/523,769	11-Jul-2017	10-Apr-2018	5,608,024	13-Nov-2018	Registered
CADDYSACK	United States of America	87/641,107	11-Oct-2017	17-Jul-2018	5,734,726	23-Apr-2019	Registered
COMPASS	United States of America	85/128,365	13-Sep-2010	01-Mar-2011	3,961,373	17-May-2011	Registered
CURVE	United States of America	87/442,495	09-May-2017	12-Sep-2017	5,504,457	26-Jun-2018	Registered
CURVE RISER	United States of America	88/183,379	06-Nov-2018	23-Apr-2019	6,273,279	16-Feb-2021	Registered
FERMATA	United States of America	87/266,905	13-Dec-2016	25-Apr-2017	5,241,376	11-Jul-2017	Registered
FORTÉ	United States of America	86/665,111	17-Jun-2015	03-Nov-2015	4,942,932	19-Apr-2016	Registered
GHOSTSTAND	United States of America	85/905,380	16-Apr-2013	17-Sep-2013	4,539,911	27-May-2014	Registered
HIRISE	United States of America	86/005,331	09-Jul-2013	17-Sep-2013	4,545,115	03-Jun-2014	Registered
HIRISE	United States of America	85/613,045	01-May-2012	04-Sep-2012	4,280,838	22-Jan-2013	Registered
HIRISE DUET	United States of America	87/156,753	31-Aug-2016	17-Jan-2017	5,459,802	01-May-2018	Registered
HOVERBAR	United States of America	85/327,501	23-May-2011	18-Oct-2011	4,169,145	03-Jul-2012	Registered
JOURNAL	United States of America	87/276,511	21-Dec-2016	14-Nov-2017	5,556,432	04-Sep-2018	Registered



Trademark	Country	Application No.	Filing Date	Pub. Date	Regist. No.	Regist. Date	Status
MAGICBRIDGE	United States of America	87/191,249	03-Oct-2016	17-Jan-2017	5,313,292	17-Oct-2017	Registered
PARCSLOPE	United States of America	86/232,291	26-Mar-2014	24-Jun-2014	4,740,514	19-May-2015	Registered
PENCILSNAP	United States of America	87/641,143	11-Oct-2017	27-Feb-2018	5,644,822	01-Jan-2019	Registered
PLUGBUG	United States of America	85/327,230	23-May-2011	18-Oct-2011	4,140,277	08-May-2012	Registered
POWERPIC	United States of America	88/040,894	17-Jul-2018	03-Mar-2020	6,234,257	29-Dec-2020	Registered
RELAXEDLEATHER	United States of America	87/276,463	21-Dec-2016	19-Sep-2017	5,493,082	12-Jun-2018	Registered
STAYGO	United States of America	88/283,821	31-Jan-2019	21-May-2019	6,003,863	03-Mar-2020	Registered
TIMEPORTER	United States of America	86/746,756	03-Sep-2015	12-Jan-2016	5,069,877	25-Oct-2016	Registered
TWELVE SOUTH	United States of America	87/862,642	04-Apr-2018	03-Jul-2018	5,565,990	18-Sep-2018	Registered