

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719961

<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>
US PONY HOLDINGS, LLC		03/31/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silver Point Finance, LLC, as Collateral Agent		
<b>Street Address:</b>	2 Greenwich Plaza		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2899929		
<b>Registration Number:</b>	1193225		
<b>Registration Number:</b>	2899930		
<b>Registration Number:</b>	1224322		
<b>Registration Number:</b>	1286086		
<b>Registration Number:</b>	1286085		
<b>Registration Number:</b>	2741220	PONY	
<b>Registration Number:</b>	2666380	PONY	
<b>Registration Number:</b>	2668890	PONY	
<b>Registration Number:</b>	2746335	PONY	
<b>Registration Number:</b>	2878297	PONY	
<b>Registration Number:</b>	2666379	PONY	
<b>Registration Number:</b>	1040116	PONY	
<b>Registration Number:</b>	4092564	PRODUCT OF NEW YORK	
<b>Registration Number:</b>	2680800	CITY WINGS	
<b>Registration Number:</b>	2717274	CITY WINGS	
<b>Registration Number:</b>	6555431	PONY	
<b>Serial Number:</b>	88449048		
<b>Serial Number:</b>	90737409	PONY	

CH \$565.00 2899929

Property Type	Number	Word Mark
Serial Number:	97033593	CITY WINGS
Serial Number:	97138277	PONY
Serial Number:	97138471	PONY

**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

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	37754.00034
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	04/08/2022

**Total Attachments: 8**

- source=SP - Iconix - Trademark Security Agreement (US Pony Holdings LLC)#page1.tif
- source=SP - Iconix - Trademark Security Agreement (US Pony Holdings LLC)#page2.tif
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”), effective as of March 31, 2022, is granted by **US PONY HOLDINGS, LLC**, a Delaware limited liability company (“**Grantor**”) to **SILVER POINT FINANCE, LLC**, a Delaware limited liability company (the “**Collateral Agent**”).

**WHEREAS, US PONY HOLDINGS, 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.

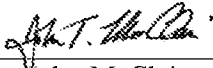
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES  
HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT  
MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE  
SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE  
WITH, THE LAWS OF THE 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.

**US PONY HOLDINGS, LLC,**  
a Delaware limited liability company


By:   
Name: John McClain  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**SILVER POINT FINANCE, LLC**, as the  
Collateral Agent

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

  
Name: Jesse Dorigo  
Title: Authorized Signatory






[Signature Page to Trademark Security Agreement]









**TRADEMARK**  
**REEL: 007685 FRAME: 0806**

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT







**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademarks:**

<b><u>Brand</u></b>	<b><u>Owner</u></b>	<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Trademark Image</u></b>	<b><u>Status</u></b>	<b><u>App. Date</u></b>	<b><u>App. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Class(es)</u></b>
Pony	US Pony Holdings LLC	United States	PONY		Allowed	05/28/2019	88/449,048			018
Pony	US PONY HOLDINGS, LLC	United States	PONY		Pending	05/26/2021	90/737,409.			028
Pony	US PONY HOLDINGS, LLC	United States	CITY WINGS		Pending	09/17/2021	97/033,593			025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Pending	11/22/2021	97/138,277			025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Pending	11/22/2021	97/138,471			009

Pony	US PONY HOLDINGS, LLC	United States			Registered	11/04/2003	78/323,142	11/02/2004	2,899,929	025
Pony	US PONY HOLDINGS, LLC	United States			Registered	01/28/1980	73/247,809	04/06/1982	1,193,225	025
Pony	US PONY HOLDINGS, LLC	United States			Registered	11/04/2003	78/323,146	11/02/2004	2,899,930	025
Pony	US PONY HOLDINGS, LLC	United States			Registered	08/06/1979	73/226,124	01/18/1983	1,224,322	025
Pony	US PONY HOLDINGS, LLC	United States			Registered	08/18/1982	73/380,543	07/17/1984	1,286,086	025
Pony	US PONY HOLDINGS, LLC	United States			Registered	08/18/1982	73/380,542	07/17/1984	1,286,085	025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/376,981	07/29/2003	2,741,220	018
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/376,982	12/24/2002	2,666,380	025



Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/377,048	12/31/2002	2,668,890	025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/377,047	08/05/2003	2,746,335	018
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/376,979	08/31/2004	2,878,297	018
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/376,980	12/24/2002	2,666,379	025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	01/17/1974	73/011,177	05/25/1976	1,040,116	25
Pony	US PONY HOLDINGS, LLC	United States	PRODUCT OF NEW YORK		Registered	06/09/2011	85/341,773	01/24/2012	4,092,564	025
Pony	US PONY HOLDINGS, LLC	United States	CITY WINGS		Registered	04/18/2002	76/396,809	01/28/2003	2,680,800	025
Pony	US PONY HOLDINGS, LLC	United States	CITY WINGS		Registered	04/18/2002	76/396,808	05/20/2003	2,717,274	025

Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	01/30/2018	87/776,497	11/09/2021	6,555,431	025
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**Pending Trademark Applications:**

None.