

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tribute Technology US, LLC		04/06/2022	Limited Liability Company: DELAWARE
CRAKN, LLC		04/06/2022	Limited Liability Company: DELAWARE
M.K. JONES & ASSOCIATES, INC.		04/06/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	CRESCENT AGENCY SERVICES LLC, as Collateral Agent		
Street Address:	11100 Santa Monica Boulevard, Suite 2000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4783121	CRAKN	
Registration Number:	5826908	CREMATION WITH CONFIDENCE	
Registration Number:	6305204	ADVANCE U	
Registration Number:	4271762	GOOD CALL	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	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		
ATTORNEY DOCKET NUMBER:	44378.00010		
NAME OF SUBMITTER:	Javier J. Ramos		

CH \$115.00 4783121

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	04/08/2022
Total Attachments: 9 source=Tribute Technology - IP Security Agreement Supplement (April 2022 Joinder) (Executed)#page1.tif source=Tribute Technology - IP Security Agreement Supplement (April 2022 Joinder) (Executed)#page2.tif source=Tribute Technology - IP Security Agreement Supplement (April 2022 Joinder) (Executed)#page3.tif source=Tribute Technology - IP Security Agreement Supplement (April 2022 Joinder) (Executed)#page4.tif source=Tribute Technology - IP Security Agreement Supplement (April 2022 Joinder) (Executed)#page5.tif source=Tribute Technology - IP Security Agreement Supplement (April 2022 Joinder) (Executed)#page6.tif source=Tribute Technology - IP Security Agreement Supplement (April 2022 Joinder) (Executed)#page7.tif source=Tribute Technology - IP Security Agreement Supplement (April 2022 Joinder) (Executed)#page8.tif source=Tribute Technology - IP Security Agreement Supplement (April 2022 Joinder) (Executed)#page9.tif	

INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “IP Security Agreement Supplement”), dated April 6, 2022, is made by each Person listed on the signature page hereof (each, a “Grantor” and collectively, the “Grantors”) in favor of Crescent Agency Services LLC (“Crescent”), as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Everlast Parent Inc., a Delaware corporation (the “Everlast Borrower”), Everlast Merger Sub LLC, a Delaware limited liability company, which entity will be merged with and into Tribute Technology Holdings, LLC, a Delaware limited liability company (the “Company”, with the Company being the surviving entity, and upon and at any time after the consummation of the Merger (as defined in the Credit Agreement (as defined below)) and, together with the Everlast Borrower, the “Borrowers”), Everlast Intermediate Holdings Inc., a Delaware corporation (“Holdings”), each lender from time to time party thereto, and Crescent, as Administrative Agent and Collateral Agent, have entered into the Credit Agreement, dated as of October 30, 2020 (as amended by that certain First Amendment to Credit Agreement, dated as of May 28, 2021, and further amended by that certain Second Amendment to Credit Agreement dated as of December 30, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain Security Agreement, dated October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and that certain Intellectual Property Security Agreement, dated October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent (and its permitted successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications 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, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any intent-to-use application or any registration issuing therefrom under applicable federal law), together with the goodwill of the business symbolized thereby (the “Trademark Collateral”);

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Additional Collateral,” shall not include any Excluded Property.

Section 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Section 3. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by each Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement Supplement.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this IP Security Agreement Supplement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed signature page of this IP Security Agreement Supplement.

Section 6. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 7. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT (OTHER THAN WITH RESPECT TO ANY SECURED DOCUMENT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE THEREIN), OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 7. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE

CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(c) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 7(e) OR SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

Tribute Technology US, LLC
CRAKN, LLC

DocuSigned by:
Tim Mathison
By: _____
FF7D3DE353974CD...
Name: Tim Mathison
Title: Secretary

Address for notices:
2501 Parmenter Street
Suite 300A
Middleton, WI 53562

M.K. JONES & ASSOCIATES, INC.

DocuSigned by:
Tim Mathison
By: _____
FF7D3DF363074CD...
Name: Tim Mathison
Title: Secretary and Treasurer

Address for notices:
2501 Parmenter Street
Suite 300A
Middleton, WI 53562

CRESCENT AGENCY SERVICES LLC
as Collateral Agent

By: 
Name: Albert Lee
Title: Managing Director

By: 
Name: Yev Kuznetsov
Title: Managing Director

SCHEDULE A

Patents

Granted Patents:

Patent No.	Grant Date	Application No.	Title	Owner
11120374	9/14/2001	16/594,818	Memorial event management system	CRAKN, LLC
10438147	10/8/2019	15/079,189	Death care management system and method	CRAKN, LLC

Patent Applications:

Title	Application No.	App. Date	Owner
DEATH CARE MANAGEMENT SYSTEM AND METHOD	17/347,926	June 15, 2021	CRaKN, LLC
MEMORIAL EVENT MANAGEMENT SYSTEM	17/472,776	September 13, 2021	CRaKN, LLC

SCHEDULE B

Trademarks

Registered trademarks:

Registration Number	Registration Date	Serial Number	Mark	Owner
4783121	7/28/2015	86281884	CRAKN	Crakn, LLC
5826908	8/6/2019	88263853	CREMATION WITH CONFIDENCE	M.K. Jones & Associates, Inc. DBA MKJ Marketing
6305204	3/30/2021	90095002	ADVANCE U	M.K. Jones & Associates, Inc. DBA MKJ Marketing
4271762	1/8/2013	85628563	GOOD CALL	M.K. Jones & Associates, Inc.

Trademark Applications:

None.

SCHEDULE C
Copyrights

Registered Copyrights:

Registration No.	Registration Date	Title	Owner
PAu003689599	6/4/2013	MKJ Marketing "Veterans" Television Advertisement Video.	M.K. Jones & Associates, Inc., DBA MKJ Marketing
TX0006199060	8/23/2005	How-to create a meaningful service with cremation and the answer to your cremation concerns.	M. K. Jones & Associates, Inc. d.b.a. MKJ Marketing
PA0000201301	12/19/1983	Fact of life : ID 82-02348A.	M. K. Jones & Associates, Inc.
VA0001923328	2003	Angel Ornament	Tribute Technology US, LLC ¹

Copyright Applications:

None.

¹ Documentation updating ownership from Frazer Consultants, LLC to Tribute Technology US, LLC has been filed, but is not yet recorded.