

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726065

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bandier Holdings LLC		05/04/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	ReStore Capital (BDR), LLC		
Street Address:	5 Revere Drive		
Internal Address:	Suite 206		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5671282	ALL ACCESS	
Registration Number:	5985284	ALL ACCESS	
Registration Number:	5649553	B NDIER	
Registration Number:	5649554	B NDIER	
Registration Number:	4945562	B NDIER	
Registration Number:	5293730	FASHION FITNESS MUSIC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2013917-0003		
NAME OF SUBMITTER:	Sara M. Bauer		

OP \$165.00 5671282

SIGNATURE:	/sara bauer/
DATE SIGNED:	05/05/2022
Total Attachments: 15 source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page1.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page2.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page3.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page4.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page5.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page6.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page7.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page8.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page9.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page10.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page11.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page12.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page13.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page14.tif source=Bandier_ReStore_Intellectual Property Security Agreement (Executed)#page15.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 4, 2022, is made by BANDIER HOLDINGS LLC, a New York limited liability company ("Grantor") with an address of 38 East 29th Street New York, NY 10016 in favor of ReStore Capital (BDR), LLC, a Delaware limited liability company ("Lender") with an address of 5 Revere Drive, Suite 206, Northbrook, IL 60062.

W I T N E S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, BANDIER MANHASSET LLC a New York limited liability company ("Manhasset"), BANDIER COMMERCE LLC, a New York limited liability company ("Commerce"), BANDIER FLATIRON LLC, a New York limited liability company ("Flatiron"), BANDIER, LLC, a New York limited liability company ("LLC"), BANDIER WEST HOLLYWOOD LLC, a Delaware limited liability company ("West Hollywood"), BANDIER MADISON LLC, a New York limited liability company ("Madison" together with Manhasset, Commerce, Flatiron, LLC, and West Hollywood each a "Guarantor" and collectively, the "Guarantors"; the Guarantors together with the Grantor, the "Loan Parties") and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement (including the reference therein to the UCC definitions).

When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Material Intellectual Property” has the meaning set forth in Section 4(a) hereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest (subject to Permitted Prior Liens) in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

a. all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

b. all of its Trademarks (*provided* that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office but only until such statement is filed), and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

c. all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

d. all reissues, continuations or extensions of the foregoing;

e. all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

f. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **REPRESENTATIONS AND WARRANTIES**. Grantor represents and warrants that on the date hereof, Grantor does not have any interest in, or title to, any registered Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **COVENANTS**. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until all Obligations (other than inchoate indemnity obligations) shall have been indefeasibly paid in full in cash, and the Term Loan Commitment and the Loan Agreement shall have been terminated (the "Termination Date"):

a. Grantor shall notify Lender promptly if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business, as determined by Grantor in the exercise of its commercial reasonable discretion (hereinafter, "Material Intellectual Property"), may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Material Intellectual Property, its right to register the same, or to keep and maintain the same.

b. Within thirty (30) days of filing an application for the registration of any Patent, Trademark or Copyright constituting Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, Grantor shall notify Lender of such filing and, upon request of Lender, Grantor shall execute and

deliver a supplement hereto (in form and substance reasonably satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby, in each case, constituting Intellectual Property Collateral.

c. Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of all Material Intellectual Property, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

d. In the event that any Material Intellectual Property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall immediately take all actions as Grantor shall deem appropriate under the circumstances to protect such Material Intellectual Property.

e. As among the Loan Parties, Grantor shall be the sole owner of all Intellectual Property used or owned by the Loan Parties. Other than the Grantor, no other Loan Party now owns or licenses (other than from Grantor) or will own or license (other than from Grantor) any Intellectual Property.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof and Section 8.17 of the Loan Agreement, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

Upon such termination and receipt of appropriate releases as set forth in Section 8.17 of the Loan Agreement, Lender shall execute, at the expense of Grantor, such releases and terminations in form suitable for filing with respect to the Liens granted hereunder.

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

BANDIER HOLDINGS LLC

DocuSigned by:

By: Neil Boyarsky
Name: Neil Boyarsky
Title: Founder and Executive Chairman

ACCEPTED and ACKNOWLEDGED by:

RESTORE CAPITAL (BDR), LLC

By: _____
Name:
Title:

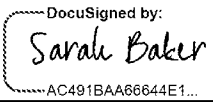
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BANDIER HOLDINGS LLC

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

RESTORE CAPITAL (BDR), LLC

By:  _____
Name: Sarah Baker
Title: Assistant Secretary

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
---------------	-----------------	-------------

None.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Date</u>
---------------	------------------------	------------------------	-------------

None.

3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
--------------------------	--------------------------	----------------

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
-------------	-----------------	-------------

See attached

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
-------------	------------------------	-------------

See attached

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
--------------------------	--------------------------	----------------

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. COPYRIGHT REGISTRATIONS

<u>Copyright Title</u>	<u>Reg. No.</u>	<u>Date</u>
------------------------	-----------------	-------------

None.

2. COPYRIGHT APPLICATIONS

<u>Copyright Title</u>	<u>Application No.</u>	<u>Date</u>
------------------------	------------------------	-------------

None.

3. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
--------------------------	--------------------------	----------------

None.

Schedule II

Registered Copyrights, Patents and Trademarks

Country	Mark	App No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
Canada	ALL ACCESS	2070186	12/10/2020			Pending	Bandier Holdings LLC
China	ALL ACCESS	52794353	01/07/2021			Pending	Bandier Holdings LLC
China	ALL ACCESS	60872362	11/25/2021			Pending	Bandier Holdings LLC
European Union	ALL ACCESS	018352848	12/10/2020			Pending	Bandier Holdings LLC
European Union	ALL ACCESS	018608340	11/25/2021	018608340	03/29/2022	Registered	Bandier Holdings LLC
Japan	ALL ACCESS	2020-160130	12/25/2020			Pending	Bandier Holdings LLC

United Kingdom	ALL ACCESS	3566580	12/10/2020	3566580	06/18/2021	Registered	Bandier Holdings LLC
United Kingdom	ALL ACCESS	3725312	11/24/2021			Published	Bandier Holdings LLC
United States	ALL ACCESS	87/684,197	11/14/2020	5,671,282	02/05/2019	Registered	Bandier Holdings LLC
United States	ALL ACCESS	97/327,141	03/23/2022			Pending	Bandier Holdings LLC
United States	ALL ACCESS	90/736,557	05/26/2021			Pending	Bandier Holdings LLC
United States	ALL ACCESS	87/982,462	11/14/2017	5,985,284	02/11/2020	Registered	Bandier Holdings LLC
Canada	BANDIER	1853292	08/18/2017	1082774	10/01/2020	Registered	Bandier Holdings LLC
China	BANDIER	21096262	08/25/2016	21096262	01/07/2018	Registered	Bandier Holdings LLC

China	BANDIER	21096263	08/25/2016	21096263	01/07/2018	Registered	Bandier Holdings LLC
China	BANDIER	52794354	01/07/2021			Pending	Bandier Holdings LLC
China	BANDIER	58054166	07/28/2021			Pending	Bandier Holdings LLC
China	BANDIER	21096261	08/25/2016	21096261	05/14/2018	Registered	Bandier Holdings LLC
China	BANDIER	21096261A	08/13/2017	21096261A	09/28/2018	Registered	Bandier Holdings LLC
Hong Kong	BANDIER	305610096	04/29/2021	305610096	4/29/2021	Registered	Bandier Holdings LLC
Japan	BANDIER	2016-093079	08/25/2016	6085067	09/28/2018	Registered	Bandier Holdings LLC
United Kingdom	BANDIER	3677885	08/5/2021	3677885	12/3/2021	Registered	Bandier Holdings LLC

European Union	BANDIER Stylized	015720311	09/01/2016			Pending	Bandier Holdings LLC
United Kingdom	BANDIER Stylized	3677835	08/5/2021	3677835	12/3/2021	Registered	Bandier Holdings LLC
United States	BANDIER Stylized	86/735,407	08/24/2015	5,649,553	01/08/2019	Registered	Bandier Holdings LLC
United States	BANDIER Stylized	86/735,449	08/24/2015	5,649,554	01/08/2019	Registered	Bandier Holdings LLC
United States	BANDIER Stylized	86/736,622	02/09/2016	4,945,562	04/26/2016	Registered	Bandier Holdings LLC
United States	FASHION FITNESS MUSIC	86/736,678	03/01/2016	5,293,730	09/26/2017	Registered	Bandier Holdings LLC
Canada	WSL Y	2070174	12/10/2020			Pending	Bandier Holdings LLC
China	WSL Y	52794356	01/07/2021			Pending	Bandier Holdings LLC

European Union	W S L Y	018352833	01/08/2021				Bandier Holdings LLC
Japan	W S L Y	2021-001286	01/07/2021			Pending	Bandier Holdings LLC
United Kingdom	W S L Y	3566533	01/12/2021			Pending	Bandier Holdings LLC
United States	W S L Y	90/039,048	07/07/2020			Allowed	Bandier Holdings LLC
United States	W S L Y	90/039,057	07/07/2020			Allowed	Bandier Holdings LLC
United States	LE ORE	90/075,961	07/27/2020			Allowed	Bandier Holdings LLC

Common Law Trademarks

BANDIER TM

BANDIER TM

ALL ACCESS TM

FASHION FITNESS MUSIC TM

TRADEMARK

REEL: 007713 FRAME: 0540

RECORDED: 05/05/2022