

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor Stitch, Inc.		07/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Enterprise Bank & Trust		
Street Address:	150 N. Meramec Ave.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Chartered trust company: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3782164	TAYLOR STITCH	
Registration Number:	3768721	TAYLOR STITCH	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	3144447600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Steven S. Poindexter		
Address Line 1:	Lewis Rice LLC		
Address Line 2:	600 Washington Avenue, Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Michelle Chapman		
SIGNATURE:	/Michelle Chapman/		
DATE SIGNED:	08/01/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), is dated as of July 29, 2022, and is by Taylor Stitch, Inc. a Delaware corporation ("Grantor"), in favor of Enterprise Bank & Trust, a Missouri chartered trust company ("Lender").

RECITALS

A. The Digital Stronghold LLC, a Delaware limited liability company (the "Company"), Grantor, TSI 202 Sub Inc., a Delaware corporation ("TSI Sub"), Tie Bar Holdings, LLC, a Delaware limited liability company ("Tie Bar"), and Boston Scally Holdings, LLC, a Delaware limited liability company ("Boston Scally") (the Company, Grantor, TSI Sub, Tie Bar, and Boston Scally are individually and collectively referred to herein as "Borrower"), and Lender have entered into a Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Security and Pledge Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Security and Pledge Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement and the Security and Pledge Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively, the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1.

Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

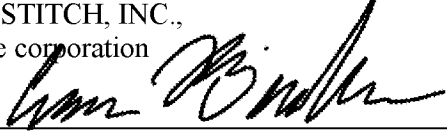
This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Security and Pledge Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security and Pledge Agreement or, if not defined therein, in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile, PDF format or other electronic transmission shall constitute effective delivery thereof.

{signature page immediately follows}

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TAYLOR STITCH, INC.,
a Delaware corporation

By: 
Name: Carson Biederman
Title: President

Acknowledged:

ENTERPRISE BANK & TRUST

By: _____
Name: Alex Stack
Title: Vice President

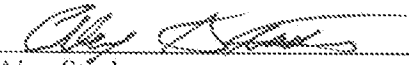
Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TAYLOR STITCH, INC.,
a Delaware corporation

By: _____
Name: Carson Biederman
Title: President

Acknowledged:

ENTERPRISE BANK & TRUST

By:  _____
Name: Alex Stack
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

Mark	Serial #	Registration #	Jurisdiction
TAYLOR STITCH	77616818	3782164	USA
TAYLOR STITCH	77616820	3768721	USA

Pending Trademark Applications

None

Trademark Licenses:

None