

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swimsuits For All, LLC		08/22/2022	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	CB CORPORATE FINANCE, LLC, as First Lien Collateral Agent		
Street Address:	200 Clarendon Street		
Internal Address:	54th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2774185	AQUABELLA	
Registration Number:	3813942	SWIMSUITSFORALL	
Registration Number:	6462139	SWIMSUITS FOR ALL	
Registration Number:	4302623	S4A	
CORRESPONDENCE DATA			
Fax Number:	2124920722		
<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:	2123733722		
Email:	rjerry@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Ruel Jerry		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	022107-00005		
NAME OF SUBMITTER:	Ruel Jerry		
SIGNATURE:	/Ruel Jerry/		

CH \$115.00 2774185

DATE SIGNED:	08/23/2022
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Total Attachments: 5

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FIRST LIEN
TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated August 22, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CB Corporate Finance, LLC as Collateral Agent (the “First Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, FBB HOLDINGS III, INC., a Delaware corporation (the “Borrower”), FBB HOLDINGS II, INC., a Delaware corporation (“Holdings”), CB Corporate Finance, LLC, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the First Lien Term Loan Credit Agreement dated as of August 22, 2022 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the First Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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 First Lien Collateral Agent 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 “First Lien Collateral”): the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (provided that notwithstanding anything herein to the contrary, the First Lien Collateral shall not include, and in no event shall the security interest attach to intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of

an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act).

This Agreement is not to be construed as an assignment of any Trademark or Trademark application.

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark 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.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement 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 First Lien Collateral Agent with respect to the First Lien 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

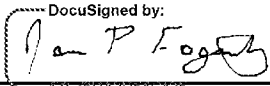
SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

Swimsuits For All, LLC,
as Initial Grantor

By:  DocuSigned by:
Name: Jim Fogarty
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

CB CORPORATE FINANCE, LLC,
as First Lien Collateral Agent

By: DocuSigned by:
Matthew Jacobson
D79441CAD84A4EF...
Name: Matthew Jacobson
Title: Managing Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
Swimsuits For All, LLC	AQUABELLA	2774185	10/14/2003
Swimsuits For All, LLC	SWIMSUITSFORALL®	3813942	7/6/2010
Swimsuits For All, LLC	SWIMSUITS FOR ALL®	6462139	8/24/2021
Swimsuits For All, LLC	S4A	4302623	3/12/2013