

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753602

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US PONY HOLDINGS, LLC		08/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2899929		
Registration Number:	1193225		
Registration Number:	2899930		
Registration Number:	1224322		
Registration Number:	1286086		
Registration Number:	1286085		
Registration Number:	2741220	PONY	
Registration Number:	2666380	PONY	
Registration Number:	2668890	PONY	
Registration Number:	2746335	PONY	
Registration Number:	2878297	PONY	
Registration Number:	2666379	PONY	
Registration Number:	1040116	PONY	
Registration Number:	4092564	PRODUCT OF NEW YORK	
Registration Number:	2680800	CITY WINGS	
Registration Number:	2717274	CITY WINGS	
Registration Number:	6555431	PONY	
Serial Number:	88449048		
Serial Number:	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

ATTORNEY DOCKET NUMBER:	41112.00058
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/06/2022

Total Attachments: 8

- source=Iconix - TMSA (US Pony Holdings, LLC)#page1.tif
- source=Iconix - TMSA (US Pony Holdings, LLC)#page2.tif
- source=Iconix - TMSA (US Pony Holdings, LLC)#page3.tif
- source=Iconix - TMSA (US Pony Holdings, LLC)#page4.tif
- source=Iconix - TMSA (US Pony Holdings, LLC)#page5.tif
- source=Iconix - TMSA (US Pony Holdings, LLC)#page6.tif
- source=Iconix - TMSA (US Pony Holdings, LLC)#page7.tif
- source=Iconix - TMSA (US Pony Holdings, LLC)#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”), effective as of August 22, 2022, is granted by **US PONY HOLDINGS, LLC**, a Delaware limited liability company (“**Grantor**”) to **ALTER DOMUS (US) 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 22, 2022 (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.

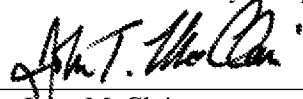
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE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

[The remainder of this page is intentionally left blank.]

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, Vice President and
Treasurer

Accepted and Agreed:

ALTER DOMUS (US) LLC, as the Collateral
Agent

By: 






Name: Winnalynn N. Kantaris

Title: Associate General Counsel









SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT


TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:¹



<u>Brand</u>	<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Trademark Image</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Pony	US PONY HOLDINGS, LLC	United States	Design		11/04/2003	78/323,142	11/02/2004	2,899,929
Pony	US PONY HOLDINGS, LLC	United States	Design		01/28/1980	73/247,809	04/06/1982	1,193,225
Pony	US PONY HOLDINGS, LLC	United States	Design		11/04/2003	78/323,146	11/02/2004	2,899,930
Pony	US PONY HOLDINGS, LLC	United States	Design		08/06/1979	73/226,124	01/18/1983	1,224,322
Pony	US PONY HOLDINGS, LLC	United States	Design		08/18/1982	73/380,543	07/17/1984	1,286,086


¹ All of the deleted trademark applications have been moved to the Trademark Applications schedule.

Pony	US PONY HOLDINGS, LLC	United States	Design		08/18/1982	73/380,542	07/17/1984	1,286,085
Pony	US PONY HOLDINGS, LLC	United States	PONY		03/01/2002	76/376,981	07/29/2003	2,741,220
Pony	US PONY HOLDINGS, LLC	United States	PONY		03/01/2002	76/376,982	12/24/2002	2,666,380
Pony	US PONY HOLDINGS, LLC	United States	PONY		03/01/2002	76/377,048	12/31/2002	2,668,890
Pony	US PONY HOLDINGS, LLC	United States	PONY		03/01/2002	76/377,047	08/05/2003	2,746,335
Pony	US PONY HOLDINGS, LLC	United States	PONY		03/01/2002	76/376,979	08/31/2004	2,878,297
Pony	US PONY HOLDINGS, LLC	United States	PONY		03/01/2002	76/376,980	12/24/2002	2,666,379
Pony	US PONY HOLDINGS, LLC	United States	PONY		01/17/1974	73/011,177	05/25/1976	1,040,116

Pony	US PONY HOLDINGS, LLC	United States	PRODUCT OF NEW YORK		06/09/2011	85/341,773	01/24/2012	4,092,564
Pony	US PONY HOLDINGS, LLC	United States	CITY WINGS		04/18/2002	76/396,809	01/28/2003	2,680,800
Pony	US PONY HOLDINGS, LLC	United States	CITY WINGS		04/18/2002	76/396,808	05/20/2003	2,717,274
Pony	US PONY HOLDINGS, LLC	United States	PONY		01/30/2018	87/776,497	11/09/2021	6,555,431

Pending Trademark Applications:

<u>Brand</u>	<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Trademark Image</u>	<u>App. Date</u>	<u>App. No.</u>
Pony	US Pony Holdings LLC	United States	design		05/28/2019	88/449,048
Pony	US PONY HOLDINGS, LLC	United States	PONY		05/26/2021	90/737,409

Pony	US PONY HOLDINGS, LLC	United States	CITY WINGS		09/17/2021	97/033,593
Pony	US PONY HOLDINGS, LLC	United States	PONY	PONY	11/22/2021	97/138,277
Pony	US PONY HOLDINGS, LLC	United States	PONY	PONY	11/22/2021	97/138,471