

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768841

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERVIN MANUFACTURING, INC.		11/18/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MIDCAP FUNDING IV TRUST, as Agent		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
Internal Address:	C/O MIDCAP FINANCIAL SERVICES, LLC		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4091580	BANANA TECHNOLOGY	
Registration Number:	2792932	BENT METAL	
Registration Number:	2331395	GNU	
Registration Number:	4280114	GNU	
Registration Number:	1941340	GNU	
Registration Number:	4429700	HOT KNIFE	
Registration Number:	4529889	LIB TECH	
Registration Number:	4392478	LIB TECHNOLOGIES	
Registration Number:	2331394	LIB TECHNOLOGIES	
Registration Number:	2778678	LIB TECHNOLOGIES	
Registration Number:	2011436	LIB TECHNOLOGIES	
Registration Number:	4505722	MAGNE-TRACTION	
Registration Number:	4347056		
Registration Number:	4168375		
Registration Number:	5730019	LIB	
Registration Number:	5382165	LIB	
Registration Number:	5735533	LIB TECH	
Registration Number:	5382166	LIB TECH	

OP \$615.00 4091580

Property Type	Number	Word Mark
Registration Number:	5628713	LIB TECH
Registration Number:	5402970	LIB TECHNOLOGIES
Registration Number:	5493579	LIBTECH
Registration Number:	4974260	MERVIN MADE
Registration Number:	5325660	MERVIN MADE
Registration Number:	6153009	X

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6605.105
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	11/18/2022

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 18th day of November 2022, by **MERVIN MANUFACTURING, INC.**, a California corporation ("**Grantor**"), in favor of **MIDCAP FUNDING IV TRUST**, a Delaware statutory trust, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "**Grantee**");

RECITALS

A. Grantor, Grantee, Lenders and the other Persons from time to time party thereto are parties to that certain Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), providing for extension of credit to be made to Borrowers (as defined therein) by Lenders.

B. Pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "**Trademarks**"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the "**Trademark Licenses**"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations under the Credit Agreement and each other Financing Document.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior

grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, "**New Trademarks**") acquired during the fiscal quarter corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (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, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

MERVIN MANUFACTURING, INC.,
a California corporation

By: 

Name: Jeremy Hatt

Title: Chief Financial Officer, Vice President &
Secretary

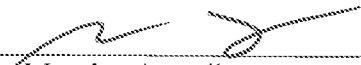
Accepted and agreed to as of the date first above written.

GRANTEE:

MIDCAP FUNDING IV TRUST, a Delaware
statutory trust


By: Apollo Capital Management, L.P.,
its investment manager

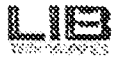


By: Apollo Capital Management GP LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule 1

Trademarks

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Renewal	Registrant
BANANA TECHNOLOGY	Registered	77982595	8/14/2008	4091580	1/24/2012	1/24/2022	Mervin Manufacturing, Inc.
BENT METAL	Registered	78/108,240	2/12/2002	2,792,932	12/9/2003	12/9/2023	Mervin Manufacturing, Inc.
GNU	Registered	75/553,317	9/15/1998	2331395	3/21/2000	3/21/2020	Mervin Manufacturing, Inc.
GNU	Registered	77766411	6/23/2009	4280114	1/22/2013	1/22/2023	Mervin Manufacturing, Inc.
	Registered	74/639,181	2/27/1995	1941340	12/12/1995	12/12/2015	Mervin Manufacturing, Inc.
HOT KNIFE	Registered	85680855	7/18/2012	4429700	11/05/2013	11/05/2023	Mervin Manufacturing, Inc.
LIB TECH	Registered	85249807	2/23/2011	4529889	5/13/2014	5/13/2024	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	77741458	5/20/2009	4392478	8/27/2013	8/27/2023	Mervin Manufacturing, Inc.

LIB TECHNOLOGIES	Registered	75/553,316	9/15/1998	2331394	3/21/2000	3/21/2020	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	78/108,234	2/12/2002	2778678	10/28/2003	10/28/2023	Mervin Manufacturing, Inc.
	Registered	74/638,361	2/27/1995	2011436	10/29/1996	10/29/2016	Mervin Manufacturing, Inc.
MAGNE-TRACTION	Registered	85366601	7/8/2011	4505722	4/01/2014	4/01/2024	Mervin Manufacturing, Inc.
	Registered	77967782	3/24/2010	4347056	6/4/2013	6/4/2023	Mervin Manufacturing, Inc.
	Registered	77983179	3/24/2010	4168375	7/3/2012	7/3/2022	Mervin Manufacturing, Inc.
LIB	Registered	88038148	07/15/2018	5730019	04/16/2019	04/16/2029	Mervin Manufacturing, Inc.
LIB	Registered	87279835	12/23/2016	5382165	01/16/2018	01/16/2028	Mervin Manufacturing, Inc.
LIB TECH	Registered	88038150	07/15/2018	5735533	04/23/2019	04/23/2029	Mervin Manufacturing, Inc.
LIB TECH	Registered	87279837	12/23/2016	5382166	01/16/2018	01/16/2028	Mervin Manufacturing, Inc.




 LIB TECH (STYLIZED)	Registered	87446067	05/11/2017	5628713	12/11/2018	12/11/2028	Mervin Manufacturing, Inc.
LIB TECHNOLOGIES	Registered	87279843	12/23/2016	5402970	02/13/2018	02/13/2028	Mervin Manufacturing, Inc.
 LIBTECH (STYLIZED)	Registered	87446035	05/11/2017	5493579	06/12/2018	06/12/2028	Mervin Manufacturing, Inc.
MERVIN MADE	Registered	86529215	02/09/2015	4974260	06/07/2016	06/07/2026	Mervin Manufacturing, Inc.
 MERVIN MADE & DESIGN	Registered	87279875	12/23/2016	5325660	10/31/2017	10/31/2027	Mervin Manufacturing, Inc.
X	Registered	88823133	3/5/2020	6153009	9/15/2020		Mervin Manufacturing, Inc.

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "**Supplement**") made as of this ___ day of _____, 202__ by [_____] (the "**Grantor**"), in favor of MIDCAP FUNDING IV TRUST, a Delaware statutory trust, in its capacity as Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, "**Grantee**");

W I T N E S S E T H:

WHEREAS, Grantor, Grantee and certain financial institutions are parties to that certain Credit and Security Agreement dated as of November 18, 2022 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of November 18, 2022 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Agreement**"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and

proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (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, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

6. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

[_____]

By: _____

Name: _____

Title: _____

Accepted and agreed to as of the date first above written.

GRANTEE:

MIDCAP FUNDING IV TRUST, a Delaware
statutory trust

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP,
LLC, its general partner

By: _____

Name: _____

Title: Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services