

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EZ FESTIVALS LLC		12/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as collateral agent		
Street Address:	225 W. WASHINGTON ST., 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4978356	ELECTRIC ZOO	
Registration Number:	4447907	ELECTRIC ZOO	
Registration Number:	4561282	ELECTRIC ZOO	
Registration Number:	4570989	ELECTRIC ZOO	
Registration Number:	5810537	EZOO	
Registration Number:	3747742	ELECTRIC ZOO	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S.Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	005387-0017		
NAME OF SUBMITTER:	Scott Kareff (005387-0017)		
SIGNATURE:	/kc for sk/		

CH \$165.00 4978356

DATE SIGNED:

12/19/2022

Total Attachments: 13

source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page1.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page2.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page3.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page4.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page5.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page6.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page7.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page8.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page9.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page10.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page11.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page12.tif
source=Avant Gardner - TM Security Agreement (EZ Festivals LLC) (Execution Version) (002)#page13.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 19, 2022 (this “Agreement”), is made by the signatory hereto indicated as a Grantor (the “Grantor”) in favor of ALTER DOMUS (US) LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, pursuant to that certain Financing Agreement dated as of March 4, 2021, by and among Avant Gardner, LLC, a New York limited liability company (“Avant Gardner”), AGDP Holding Inc., a New York corporation (the “Parent” and together with Avant Gardner, each a “Borrower” and collectively, the “Borrowers”), ALTER DOMUS (US) LLC, as Administrative Agent, and the Agent, the Lenders party thereto and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Financing Agreement, the Grantor entered into a Pledge and Security Agreement dated as of March 4, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) between the Grantor and the Agent, pursuant to which the Grantor assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Financing Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

73025.0001
52766383.1

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof 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.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

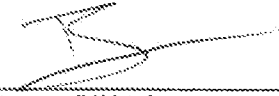
SECTION 5. Counterparts

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.

[Remainder of page intentionally left blank]

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

EZ FESTIVALS LLC,
as Grantor

By: 
Name: Juergen Bildstein
Title: CEO & President

STATE OF NEW YORK
COUNTY OF New York ss.

On this 19th day of DECEMBER, 2022 before me personally appeared Juergen Bildstein, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of EZ FESTIVALS LLC, who being by me duly sworn did depose and say that he/~~she~~ is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/~~she~~ acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

ROBERT P WESSELY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02WE4624535
Qualified in NEW YORK County
Commission Expires October 31, 2018 ²⁴

rad

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007931 FRAME: 0256

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT




(See Attached)

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered or Pending Trademarks¹

<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Albania (GDIP)	ELECTRIC ZOO (standard Character mark)	<u>4447907</u>	<u>5/3/2013</u>	<u>12/10/2013</u>
Argentina (INPI)	ELECTRIC ZOO (standard Character mark)	<u>2691687</u>	<u>10/30/2013</u>	<u>10/28/2014</u>
Argentina (INPI)	ELECTRIC ZOO (standard Character mark)	<u>2691685</u>	<u>10/30/2013</u>	<u>10/28/2014</u>
Argentina (INPI)	ELECTRIC ZOO (standard Character mark)	<u>2695133</u>	<u>10/30/2013</u>	<u>11/11/2014</u>
Armenia (AIPA)	ELECTRIC ZOO (standard Character mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>5/30/2014</u>
Australia (IPA)	ELECTRIC ZOO (standard Character mark)	<u>1573473</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Azerbaijan (AZIPO)	ELECTRIC ZOO (standard Character mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Bahrain (MOIC)	ELECTRIC ZOO (standard Character mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Belarus (NCIP)	ELECTRIC ZOO (standard Character mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Bolivia (SENAPI)	ELECTRIC ZOO (standard Character mark)	<u>61582013</u>	<u>10/31/2013</u>	<u>10/9/2014</u>
Bolivia (SENAPI)	ELECTRIC ZOO (standard Character mark)	<u>61602013</u>	<u>10/30/2013</u>	<u>10/9/2014</u>

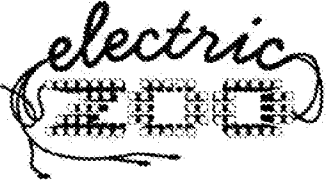
¹ A portion of the non-USA Trademarks are registered in the applicable intellectual property office under the name of subsidiaries of LiveStyle Holdings, Inc. Such subsidiaries have granted EZ Festivals LLC power of attorney to change the names of such registrations

<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Bosnia (IPR)	ELECTRIC ZOO (standard Character mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Brazil (INPI)	ELECTRIC ZOO (standard Character mark)	<u>906967651</u>	<u>11/1/2013</u>	<u>8/30/2016</u>
Brazil (INPI)	ELECTRIC ZOO (Standard Character Mark)	<u>906967902</u>	<u>11/1/2013</u>	<u>8/30/2016</u>
Brazil (INPI)	ELECTRIC ZOO (Standard Character Mark)	<u>906967821</u>	<u>11/1/2013</u>	<u>8/30/2016</u>
Brazil (INPI)	Electric Zoo Brasil (Design Mark) 	<u>912268301</u>	<u>2/7/2017</u>	<u>10/9/2018</u>
Brazil (INPI)	Electric Zoo Brasil (Design Mark) 	<u>912268255</u>	<u>2/7/2017</u>	<u>10/9/2018</u>
Brazil (INPI)	Electric Zoo Brasil (Design Mark) 	<u>912268212</u>	<u>2/7/2017</u>	<u>10/9/2018</u>
Chile (INAPI)	ELECTRIC ZOO (Standard Character Mark)	<u>1131150</u>	<u>11/4/2013</u>	<u>10/7/2014</u>
Chile (INAPI)	ELECTRIC ZOO (Standard Character Mark)	<u>1168625</u>	<u>11/4/2013</u>	<u>6/9/2015</u>

<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
China (CNIPA)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Colombia (SIC)	ELECTRIC ZOO (Standard Character Mark)	<u>491036</u>	<u>10/31/2013</u>	<u>6/19/2014</u>
Colombia (SIC)	ELECTRIC ZOO (Standard Character Mark)	<u>491037</u>	<u>10/31/2013</u>	<u>12/24/2014</u>
Colombia (SIC)	ELECTRIC ZOO (Standard Character Mark)	<u>501122</u>	<u>10/31/2013</u>	<u>12/24/2014</u>
Croatia (SIPO)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Ecuador (IEPI)	ELECTRIC ZOO (Standard Character Mark)	<u>IEPIUIOPI49 31 2</u>	<u>10/29/2013</u>	<u>5/5/2014</u>
Ecuador (IEPI)	ELECTRIC ZOO (Standard Character Mark)	<u>SD201349311 R E</u>	<u>10/29/2013</u>	<u>5/5/2014</u>
Ecuador (IEPI)	ELECTRIC ZOO (Standard Character Mark)	<u>SD201349314 R E</u>	<u>10/29/2013</u>	<u>5/5/2014</u>
European Union (EUIPO)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Georgia (US)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Iceland (ISIPO)	ELECTRIC ZOO (Standard Character Mark)	<u>V0090168</u>	<u>8/1/2013</u>	<u>7/10/2013</u>
India (IPI)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Israel (IPO)	ELECTRIC ZOO (Standard Character Mark)	<u>258125</u>	<u>7/10/2013</u>	<u>5/4/2015</u>
Liechtenstein (IP Bureau)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>

<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Mexico (IMPI)	ELECTRIC ZOO (Standard Character Mark)	<u>1553644</u>	<u>7/10/2013</u>	<u>7/10/2015</u>
Mexico (IMPI)	ELECTRIC ZOO (Standard Character Mark)	<u>1503044</u>	<u>7/10/2013</u>	<u>12/15/2014</u>
Mexico (IMPI)	ELECTRIC ZOO (Standard Character Mark)	<u>1402749</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Moldova (AGEPI)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/11/2013</u>
Monaco (MIPD)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/11/2013</u>
Montenegro (ZISCG)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
New Zealand (IPONZ)	ELECTRIC ZOO (Standard Character Mark)	<u>982474</u>	<u>7/10/2013</u>	<u>1/14/2014</u>
North Macedonia (SOIP)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Norway (Patentstyret)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>4/22/2016</u>
Paraguay (DINAPI)	ELECTRIC ZOO (Standard Character Mark)	<u>407645</u>	<u>10/31/2013</u>	<u>11/28/2014</u>
Paraguay (DINAPI)	ELECTRIC ZOO (Standard Character Mark)	<u>407644</u>	<u>20/31/2013</u>	<u>11/28/2014</u>
Paraguay (DINAPI)	ELECTRIC ZOO (Standard Character Mark)	<u>407646</u>	<u>10/31/2013</u>	<u>11/28/2014</u>
Peru (INDECOPI)	ELECTRIC ZOO (Standard Character Mark)	<u>POO209514</u>	<u>10/30/2013</u>	<u>4/11/2014</u>
Peru (INDECOPI)	ELECTRIC ZOO (Standard Character Mark)	<u>S00089607</u>	<u>10/30/2013</u>	<u>7/21/2014</u>

<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Peru (INDECOPI)	ELECTRIC ZOO (Standard Character Mark)	<u>S00095255</u>	<u>10/30/2013</u>	<u>8/13/2015</u>
Russia (ROSPATENT)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/16/2014</u>	<u>7/10/2013</u>
San Marino (SOPT)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Serbia (IPO)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Singapore (IPOS)	ELECTRIC ZOO (Standard Character Mark)	<u>T1312978H</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
South Korea (KIPO)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Switzerland (IGE)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Turkey (TPTO)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
Ukraine (Ukrpatent)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
United Kingdom (UKIPO)	ELECTRIC ZOO (Standard Character Mark)	<u>UK00801170388</u>	<u>7/10/2013</u>	<u>6/11/2014</u>
United Kingdom (UKIPO)	ELECTRIC ZOO (Standard Character Mark)	<u>UK00003341631</u>	<u>9/27/2018</u>	<u>12/21/2018</u>
Uruguay (MIEM)	ELECTRIC ZOO (Standard Character Mark)	<u>449894</u>	<u>11/1/2013</u>	<u>1/23/2015</u>
Venezuela (SAPI)	ELECTRIC ZOO (Standard Character Mark)	<u>P343691</u>	<u>11/1/2013</u>	<u>9/29/2014</u>

<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Vietnam (NOIP)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
WIPO (WIPO Madrid)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388</u>	<u>7/10/2013</u>	<u>7/10/2013</u>
USA	ELECTRIC ZOO (Standard character mark)	<u>4978356</u>	<u>5/3/2013</u>	<u>6/14/2016</u>
USA	ELECTRIC ZOO (Standard Character Mark)	<u>4447907</u>	<u>5/20/2013</u>	<u>12/10/2013</u>
USA	ELECTRIC ZOO (Standard Character Mark)	<u>4561282</u>	<u>5/7/2013</u>	<u>7/10/2014</u>
USA	ELECTRIC ZOO (Standard Character Mark)	<u>4570989</u>	<u>5/3/2013</u>	<u>7/22/2014</u>
USA	EZOO (Standard Character Mark)	<u>5810537</u>	<u>11/9/2017</u>	<u>11/9/2017</u>
USA	ELECTRIC ZOO (design mark) 	<u>3747742</u>	<u>4/9/2009</u>	<u>2/9/2010</u>
Mexico (IMPI)	EZOO (Standard Character Mark)	<u>2197476</u>	<u>5/9/2018</u>	<u>1/25/2021</u>
Brazil (INPI)	EZOO (Standard Character Mark)	<u>914652621</u>	<u>5/9/2018</u>	<u>4/27/2021</u>
Japan (JPO)	ELECTRIC ZOO (Standard Character Mark)	<u>1170388A</u>	<u>7/10/2013</u>	<u>7/10/2013</u>

Common Law Trademarks

ELECTRIC ZOO
EZOO