

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DAVID WEBB GLOBAL LLC		01/13/2023	Limited Liability Company: DELAWARE
DAVID WEBB HOLDINGS LLC		01/13/2023	Limited Liability Company: DELAWARE
DAVID WEBB LLC		01/13/2023	Limited Liability Company: NEW YORK
DAVID WEBB INTELLECTUAL HOLDINGS LLC		01/13/2023	Limited Liability Company: NEW YORK
DAVID WEBB OF BEVERLY HILLS LLC		01/13/2023	Limited Liability Company: CALIFORNIA
DAVID WEBB DOHA		01/13/2023	Qatari WLL (limited liability company): QATAR
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	500 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4089875	DAVID WEBB	
Registration Number:	5267013	DAVID WEBB	
Registration Number:	5813709	DAVID WEBB	
Registration Number:	5622818	DAVID WEBB NEW YORK	
Registration Number:	5307156	TOOL CHEST	
Registration Number:	5611990	W	
Registration Number:	5225660	WEBB	
Serial Number:	97145102	BOLDLY CREATED. BOLDLY WORN.	
Serial Number:	97145107	DAVID WEBB	
Serial Number:	97145110	DAVID WEBB NEW YORK	
		TRADEMARK	

OP \$315.00 4089875

Property Type	Number	Word Mark
Serial Number:	97469810	DIPPED IN SUGAR
Serial Number:	97145104	W

CORRESPONDENCE DATA

Fax Number:

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: 7324482577
Email: cmcbride@windelsmarx.com
Correspondent Name: Michelle A. Gitlen
Address Line 1: 120 Albany Street Plaza
Address Line 4: New Brunswick, NEW JERSEY 08901

NAME OF SUBMITTER:	Michelle A. Gitlen
SIGNATURE:	/Michelle A. Gitlen/
DATE SIGNED:	02/08/2023

Total Attachments: 12
source=EXECUTED-Trademark and Copyright Security Agreement (41069374x9FC76)#page1.tif
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TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (hereinafter, as it may be from time to time amended, modified, extended, restated, substituted and/or supplemented, referred to as this "Agreement"), dated as of January 13, 2023, is entered into by and between **DAVID WEBB GLOBAL LLC**, a Delaware limited liability company ("Borrower"), **DAVID WEBB HOLDINGS LLC**, a Delaware limited liability company, **DAVID WEBB LLC**, a New York limited liability company, **DAVID WEBB INTELLECTUAL HOLDINGS LLC**, a New York limited liability company, **DAVID WEBB OF BEVERLY HILLS LLC**, a California limited liability company and **DAVID WEBB DOHA**, a Qatari WLL (limited liability company) (collectively the Loan Parties) (as such term is defined in the Loan and Security Agreement, as such term is defined below) that are a party to this Agreement (individually and collectively, "Pledgor"), on the one hand, and **CIBC BANK USA** ("Lender"), on the other hand.

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Loan and Security Agreement") of even date herewith by and among Pledgor, the other Loan Parties a party thereto, and Lender, Lender has agreed to provide certain loans and other extensions of credit to Pledgor, and Pledgor has agreed, among other things, to grant a security interest to Lender in certain trademarks and copyrights as security for such loans and other obligations as more fully described herein;

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan and Security Agreement; and (ii) the rules of construction set forth in Section 1.1 [Definitions; Principles of Construction] of the Loan and Security Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "UCC").

(b) "Trademarks and Copyrights" shall mean and include all of Pledgor's present and future right, title and interest in and to the following: all trade names, trademark applications, trademarks, copyright applications, and copyrights, whether now owned or hereafter acquired by Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the trademarks and copyrights relate, provided, that "Trademarks and Copyrights" shall exclude all intent-to-use trademarks.

(c) "Secured Obligations" shall mean the Obligations.

2. To secure the full payment and performance of all Secured Obligations, Pledgor hereby grants and conveys a security interest to Lender in the entire right, title and interest of Pledgor in and to all of its Trademarks and Copyrights.

3. Pledgor represents and warrants or covenants (as applicable) that, except as otherwise described in Disclosure Schedule 11.19 to the Loan and Security Agreement:

(a) the Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of Pledgor's knowledge, each of the Trademarks and Copyrights is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) Pledgor has the limited liability company power and authority to enter into this Agreement and perform its obligations hereunder;

(e) no claim has been made to Pledgor or, to the knowledge of Pledgor, any other Person that the use of any of the Trademarks and Copyrights does or may violate the rights of any third party other than claims that, if adversely determined, could not reasonably be expected to have a Material Adverse Effect;

(f) Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks and Copyrights, except for such Trademarks or Copyrights Pledgor determines in its reasonable judgment to cease using;

(g) Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice as required by law in connection with its use of the Trademarks and Copyrights, except for such Trademarks or Copyrights Pledgor determines in its reasonable judgment to cease using.

(h) Pledgor will not change its state of incorporation, formation or organization, as applicable, without providing thirty (30) days prior written notice to Lender;

(i) Pledgor will not change its name without providing thirty (30) days prior written notice to Lender; and

(j) Pledgor shall preserve its existence as a limited liability company, and except as permitted by the Loan and Security Agreement, shall not: (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not Pledgor; or (ii) sell all or substantially all of its assets.

4. [Reserved.]

5. Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly Paid in Full (other than contingent obligations for which no claims have been made), all Revolving Loan Commitments have been terminated and all Hedging Obligations have been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without Lender's prior written consent (which shall not be unreasonably withheld, conditioned, or delayed), except that Pledgor may license the Trademarks and Copyrights in the ordinary course of business without Lender's consent to suppliers and customers to facilitate the manufacture and use of Pledgor's products.

6. If, before all of the Secured Obligations have been Paid in Full and expiration or termination of all Hedging Obligations, if any, Pledgor shall own any new registered trademarks or any new registered copyrights, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Lender prompt notice thereof in writing. Pledgor and Lender agree to modify this Agreement by amending Schedule A to include any future trademark applications, registered trademarks, copyright applications, or registered copyrights and the provisions of this Agreement shall apply thereto.

7. Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan and Security Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the UCC and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that Lender shall designate by notice to Pledgor, in New York, New York or elsewhere, the whole or from time to time any part of the Trademarks and Copyrights, or any interest which Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Trademarks and Copyrights all expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as Lender, in its sole discretion, shall determine. Any remainder of the proceeds after the Secured Obligations have been Paid in Full shall be paid over to Pledgor. Notice of any sale or other disposition of the Trademarks and Copyrights pursuant to this Section 7 shall be given by Lender to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks and Copyrights is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable Law, purchase the whole or any part of the Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of Lender or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

8. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Lender to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Trademarks and Copyrights to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Trademarks and Copyrights to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

(a) Pledgor expressly acknowledges that this Agreement shall be recorded with the Patent and Trademark Office in Washington D.C.

(b) Pledgor expressly acknowledge that this Agreement shall be recorded with the Library of Congress, Copyright Office in Washington D.C.

9. Once the Borrower Obligations have been Paid in Full and all Hedging Obligations have expired or sooner terminated, this Agreement shall terminate and Lender shall: (a) duly assign, transfer and deliver to or at the direction of Pledgor such of the Trademarks and Copyrights as may then remain in the possession of Lender, together with any monies at the time held by Lender hereunder, and (b) execute

and deliver to Pledgor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Trademarks and Copyrights, or, following the occurrence and during the continuance of an Event of Default, the defense or prosecution of any actions or proceedings arising out of or related to the Trademarks and Copyrights, shall be borne and paid by Pledgor within fifteen (15) days following demand by Lender, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Loan and Security Agreement.

11. Pledgor shall have the right, with the consent of Lender (which shall not be unreasonably withheld, conditioned or delayed), to bring suit, action or other proceeding in its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Trademarks and Copyrights and any licenses thereunder. Pledgor shall in accordance with Section 10 hereof, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable legal fees, incurred by Lender as a result of such suit or joinder by Pledgor.

12. No course of dealing between Pledgor and Lender, nor any failure to exercise nor any delay in exercising, on the part of Lender, any right, remedy, power or privilege of Lender hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

13. All of Lender's rights and remedies with respect to the Trademarks and Copyrights, whether established hereby or by the Loan and Security Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the Loan Documents or under any of Borrower's Hedging Obligations or Bank Product Obligations or by Law, and Lender may enforce any one or more remedies hereunder successively or concurrently at its option.

14. (a) It is the intention of the parties hereto that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Notwithstanding anything to the contrary in this Section 14 or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section 14 (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the

burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on Pledgor's obligations hereunder as to each element of such assertion.

15. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Trademarks and Copyrights by Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties hereto, except as provided in Section 6 and Section 26 hereof with respect to additions and supplements to Schedule A hereto.

16. [Reserved.]

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto; provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New York, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New York.

19. Each party hereto hereby irrevocably submits to the nonexclusive jurisdiction of any New York State court located in the City of New York, County of New York or in the United States Federal Court for the Southern District of New York, in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each party hereto hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

20. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each of Pledgor and Lender acknowledges and agrees that a telecopy or electronic transmission to the other party hereto of the signature page hereof purporting to be signed on its respective behalf shall constitute effective and binding execution and delivery hereof by it.

21. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LOAN AND SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

22. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto in the manner provided in Section 18.4 [Notice] of the Loan and Security Agreement. Lender may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of Pledgor, and Lender shall have no duty to verify the identity or authority of the Person giving such notice.

23. Pledgor acknowledges and agrees that, in addition to the other rights of Lender hereunder and under the other Loan Documents, because Lender's remedies at law for failure of Pledgor to comply

with the provisions hereof relating to Lender's rights: (a) to inspect the books and records related to the Trademarks and Copyrights; (b) to receive the various notifications Pledgor is required to deliver hereunder; (c) to obtain copies of agreements and documents as provided herein with respect to the Trademarks and Copyrights; (d) to enforce the provisions hereof pursuant to which Pledgor has appointed Lender its attorney-in-fact; and (e) to enforce Lender's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, Pledgor agrees that each such provision hereof may be specifically enforced.

24. Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with Borrower and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Loan and Security Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith, are a reasonably equivalent exchange of value in return for providing this Agreement.

25. This Agreement together with the other Loan Documents, embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such parties, verbal or written, relating to the subject matter hereof and thereof and any prior arrangements made with respect to the payment by the parties hereto (or any indemnification for) any fees, costs or expenses payable to or incurred (or to be incurred) by or on behalf of Lender.

26. At any time after the initial execution and delivery to Lender and Pledgor of this Agreement any additional Persons may become parties to this Agreement and thereby acquire the duties and rights of Pledgor hereunder by executing and delivering to Lender a Joinder Agreement pursuant to the Loan and Security Agreement, in which case a new Schedule A hereto shall be provided to Lender with respect to such new Pledgor. No notice of the addition of any Person as Pledgor shall be required to be given to any pre-existing Pledgor and Pledgor hereby consents thereto.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

ATTEST

By: [Signature]
Name: ULA ALEKSIUK
Title: CFO

BORROWER:

DAVID WEBB GLOBAL LLC
a Delaware limited liability company

By: [Signature]
Name: MARK EMANUEL
Title: MANAGER

ATTEST

By: [Signature]
Name: ULA ALEKSIUK
Title: CFO

LOAN PARTIES:

DAVID WEBB HOLDINGS LLC, a Delaware limited liability company

By: [Signature]
Name: MARK EMANUEL
Title: MANAGER

ATTEST

By: [Signature]
Name: ULA ALEKSIUK
Title: CFO

DAVID WEBB LLC, a New York limited liability company

By: [Signature]
Name: MARK EMANUEL
Title: MANAGER

ATTEST

By: [Signature]
Name: ULA ALEKSIUK
Title: CFO

DAVID WEBB INTELLECTUAL HOLDINGS LLC, a New York limited liability company

By: [Signature]
Name: MARK EMANUEL
Title: MANAGER

ATTEST

By: [Signature]
Name: ULA ALEKSIUK
Title: CFO

DAVID WEBB OF BEVERLY HILLS LLC, a California limited liability company

By: [Signature]
Name: MARK EMANUEL
Title: MANAGER

ATTEST

By: [Signature]
Name: ULA ALEKSIUK
Title: CFO

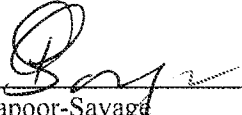
DAVID WEBB DOHA, a Qatari WLL (limited liability company)

By: [Signature]
Name: DEAN LENEVE
Title: MANAGER



LENDER:

CIBC BANK USA, as Lender

By: 
Priti Kapoor-Savaga
Managing Director

[Signature Page to Trademark Copyright Agreement - Lender]

**TRADEMARK
REEL: 007964 FRAME: 0559**

[END OF SIGNATURE PAGES]

**SCHEDULE A
TO
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED
TRADEMARKS, TRADE NAMES AND COPYRIGHTS**



Patents, Trademarks, Copyrights and Licenses

<u>Copyrights</u>	<u>Owner</u>	<u>Application Filing Date</u>	<u>Status</u>	<u>Application Registration No.</u>
Crocodile Cuff	David Webb LLC*	7/24/1987	Registered	VA0000269230
Lion Design Gold Cuff	David Webb LLC*	8/20/1987	Registered	VA0000271223
David Webb Jewelry, Objects and Sketches	David Webb LLC	12/13/2013	Registered	VAu001150968
David Webb: The Quintessential American Jeweler	David Webb LLC	12/22/2014	Registered	VA0001953008
Unregistered copyrights in jewelry designs authored by David Webb for David Webb, Inc. and assigned to David Webb LLC in 2010	David Webb LLC	n/a	n/a	n/a

* Assignment from David Webb, Inc. recorded with U.S. Copyright Office.

<u>Patents</u>	<u>Owner</u>	<u>Application Filing Date</u>	<u>Status</u>	<u>Application Registration No.</u>
None.				

<u>Trademarks</u>	<u>Owner</u>	<u>Application Filing Date</u>	<u>Status</u>	<u>Application Registration No.</u>
BOLDLY CREATED. BOLDLY WORN.	David Webb LLC	11/28/2021	Pending	USA – 97/145102
DAVID WEBB	David Webb LLC	12/14/2010	Registered	USA – 4,089,875
DAVID WEBB	David Webb LLC	8/31/2014	Registered	USA – 5,267,013
DAVID WEBB	David Webb LLC	2/4/2019	Registered	USA – 5,813,709
DAVID WEBB	David Webb LLC	11/28/2021	Pending	USA – 97/145107
DAVID WEBB	David Webb LLC	9/8/2014	Registered	WIPO Int'l Reg – 1228966/ 40201507551U (local national no.)
DAVID WEBB	David Webb LLC	9/8/2014	Registered	Azerbaijan (WIPO IR 1228966)
DAVID WEBB	David Webb LLC	3/24/2022	Pending	Bahrain (WIPO IR 1228966)
DAVID WEBB	David Webb LLC	9/8/2014	Registered	European Union (WIPO IR 1228966)
DAVID WEBB	David Webb LLC	6/18/201 9	Registered	Jordan (159230)
DAVID WEBB	David Webb LLC	4/17/2019	Registered	Qatar (123100)
DAVID WEBB	David Webb LLC	4/17/2019	Registered	Qatar (123101)
DAVID WEBB	David Webb LLC	4/17/2019	Registered	Qatar (123102)
DAVID WEBB	David Webb LLC	9/11/2018	Registered	Saudi Arabia (1439020676)
DAVID WEBB	David Webb LLC	9/8/2014	Registered	Russia (WIPO IR 1228966)
DAVID WEBB	David Webb LLC	9/8/2014	Registered	Singapore 40201507551U
DAVID WEBB	David Webb LLC	9/8/2014	Registered	Switzerland (WIPO IR 1228966)
DAVID WEBB	David Webb LLC	2/27/201 9	Registered	United Arab Emirates (291340)

DAVID WEBB	David Webb LLC	5/19/2016	Registered	United Kingdom (WIPO IR 1228966)
DAVID WEBB	David Webb LLC	9/8/2014	Registered	Uzbekistan (WIPO IR 1228966)
DAVID WEBB	David Webb LLC	8/4/2015	Registered	Hong Kong - 303364506
DAVID WEBB New York	David Webb LLC	5/22/2018	Registered	USA – 5,622,818
DAVID WEBB New York	David Webb LLC	11/28/2021	Pending	USA – 97/145110
DIPPED IN SUGAR	David Webb LLC	6/22/2022	Pending	USA – 97/469810
TOOL CHEST	David Webb LLC	11/5/2015	Registered	USA – 5,307,156
	David Webb LLC	5/21/2018	Registered	USA – 5,611,990
	David Webb LLC	11/28/2021	Pending	USA – 97/145104
WEBB	David Webb LLC	7/31/2014	Registered	USA – 5,225,660
WEBB	David Webb LLC	8/20/2014	Registered	NY – R32455