

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luxury Brand Partners, LLC		02/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	LBP Miami Inc. (f/k/a/ Mossco Capital (USA), Inc.)		
Street Address:	33 Charles Street East, Suite 3604		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M4Y 0A2		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4805620	LUXURY BRAND PARTNERS	
Registration Number:	5078738	LBP STUDIOS	
Registration Number:	5074052	MIAMI UNDER GROUND	
Registration Number:	5324061	LBP	
Registration Number:	5311615	LBP	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,priscila.sterenberg@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. Dinicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	02/14/2023		
Total Attachments: 6			
source=LBP - Trademark Security Agreement (Luxury Brand Partners) (Executed)(184927493.1)#page1.tif			

OP \$140.00 4805620

source=LBP - Trademark Security Agreement (Luxury Brand Partners) (Executed)(184927493.1)#page2.tif
source=LBP - Trademark Security Agreement (Luxury Brand Partners) (Executed)(184927493.1)#page3.tif
source=LBP - Trademark Security Agreement (Luxury Brand Partners) (Executed)(184927493.1)#page4.tif
source=LBP - Trademark Security Agreement (Luxury Brand Partners) (Executed)(184927493.1)#page5.tif
source=LBP - Trademark Security Agreement (Luxury Brand Partners) (Executed)(184927493.1)#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 7, 2023, by **LUXURY BRAND PARTNERS, LLC**, a Delaware limited liability company (the “Grantor”), in favor of **LBP MIAMI INC.**, a Delaware corporation (f/k/a **MOSSCO CAPITAL (USA), INC.**) in its capacity as the collateral agent (the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of March 25, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among the Grantor, each of the lenders from time to time party thereto (the “Lenders”), and the Collateral Agent, the Lenders have agreed to make non-revolving, delayed draw term loans to the Borrower from time to time pursuant to the terms thereof;

WHEREAS, under the terms of the Loan Agreement, the Grantor have granted to the Collateral Agent, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities as applicable;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of itself and the Lenders as secured party, this Agreement.

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

1. **DEFINED TERMS.** Unless otherwise noted, all capitalized terms used but not otherwise defined herein (including in the Recitals and Preamble) have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of its rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade dress, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, slogans, URLs, domain names and other source or business identifiers or indicia of source, whether registered or unregistered and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether statutory or common law and whether registered or applied

for in the United States Patent and Trademark Office (USPTO) or in any similar office or agency of the United States, any state or territory thereof or any foreign jurisdiction or any political subdivision thereof (collectively, the "Trademark"), including, without limitation, each Trademark registration and application listed on Schedule 1 annexed hereto;

(b) all renewals or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including any Trademark exclusively licensed under any written agreement, now or hereafter in effect, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any such agreement.

provided, however, that this Agreement shall not operate as a grant of security interest or other assignment to the Collateral Agent of any Trademark Collateral if and to the extent that the grant of a security interest therein would result in the voiding, unenforceability or invalidity of such Trademark Collateral (including any "intent-to-use" U.S. trademark application until such time, if any, as an amendment to allege use or statement of use is filed under 15 U.S.C. Sec. 1051(c) or 15 U.S.C. Sec. 1051(d) (provided that it has not been deemed to not be in conformity with 15 U.S.C. Sec. 1051(a)), it being understood that for purposes of this Agreement and the other Loan Documents, no security interest granted to Lender on any "intent-to-use" trademark application is intended to be a present assignment thereof), provided, however, that the foregoing shall cease to be excluded from the Trademark Collateral at such time as the granting of such security interest therein would no longer result in the voiding, unenforceability or invalidity of such Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with and in addition to the security interests granted to the Collateral Agent pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the Trademark registrations and applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks or trademark applications owned by or pending in the name of the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL.
THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]

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.

GRANTOR:

LUXURY BRAND PARTNERS, LLC

By: Nancy Bernardini

Name: Nancy Bernardini

Title: Chief Operating Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007969 FRAME: 0923

ACCEPTED AND ACKNOWLEDGED BY:


LBP MIAMI INC.
as Collateral Agent

By:  _____

Name: **Wayne Abramo**

Title: **Authorized Signing Officer**

SCHEDULE I
TRADEMARK

Owner's Name	Serial Number	Registration Number	Mark	Filing Date	Registration Date	Status
Luxury Brand Partners, LLC	86207172	4805620	Luxury Brand Partners	February 28, 2014	September 1, 2014	1A
Luxury Brand Partners, LLC	86560659	5078738	LBP Studios	March 11, 2015	November 8, 2016	1A
Luxury Brand Partners, LLC	86553304	5074052	Miami Under Ground	March 4, 2015	November 1, 2016	1A
Luxury Brand Partners, LLC	86207225	5324061		February 28, 2014	October 31, 2017	1A
Luxury Brand Partners, LLC	86207137	5311615	LBP	February 28, 2014	October 17, 2017	1A