

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VGW Holdings Limited		03/27/2023	unlisted public company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Brigade Agency Services LLC, as Administrative Agent		
Street Address:	399 Park Avenue, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5870873	VGW	
Registration Number:	5970092	\$WEEPS CASH	
Registration Number:	6153714	FENDOFF	
Registration Number:	6206306	FLAMBINGO	
Registration Number:	6208281	THE BIG GOREELA	
Registration Number:	6208282	DUSKMOON FAIRE	
Registration Number:	6208283	SUPER DAZZLING 7'S	
Registration Number:	6208284	CHILLI MAMA'S	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	069443-0003		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$215.00 5870873

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	03/27/2023
Total Attachments: 5 source=VGW - Trademark Security Agreement (Parentco) Executed#page1.tif source=VGW - Trademark Security Agreement (Parentco) Executed#page2.tif source=VGW - Trademark Security Agreement (Parentco) Executed#page3.tif source=VGW - Trademark Security Agreement (Parentco) Executed#page4.tif source=VGW - Trademark Security Agreement (Parentco) Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of March 27, 2023 (this “Agreement”), by and between VGW Holdings Limited, an unlisted public company registered in Western Australia, Australia (“Parentco” or, the “Grantor”) and Brigade Agency Services LLC as administrative agent for the Lenders and as collateral agent and security trustee for the Secured Parties (in such capacities, together with its successors and assigns in such capacities, the “Administrative Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of March 20, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Parentco, the Lenders party from time to time thereto and the Administrative Agent, and (b) that certain General Security Deed, dated as of March 27, 2023 (the “General Deed”), by and among Parentco and the Administrative Agent.

Whereas, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

Whereas, the Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make the Term Loans.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the General Deed or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the General Deed also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a first lien security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under any Trademarks and Trademark Licenses now owned or at any time hereafter acquired by the Grantor, including those listed on Schedule I, and all Proceeds thereof (the “Trademark Collateral”); provided that the Trademark Collateral shall exclude all Excluded Assets.

SECTION 3. General Deed. The Security Interest granted to the Administrative Agent, for the benefit of the Secured Parties, herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the General Deed. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the General Deed, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the General Deed, the terms of the General Deed shall govern.

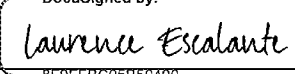
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (i.e. a “pdf” or “tif” document) shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Electronic Execution The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to this Agreement and any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

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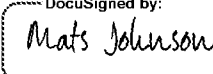
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement of the day and year first above written.

Signed, sealed and delivered in accordance with section 127 of the *Corporations Act 2001* by **VGW Holdings Limited**, as a Grantor:

DocuSigned by:

BF9FFBC05B50400...

Director
Laurence Escalante

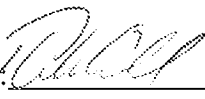
Print Name

DocuSigned by:

A5FFB1E8E3AA49F...

Director/Secretary
Mats Johnson

Print Name

BRIGADE AGENCY SERVICES LLC,
as the Administrative Agent

By: 

Name: Patrick Criscillo

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Parentco)]

TRADEMARK
REEL: 008018 FRAME: 0098

Schedule I

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NO.	TRADEMARK
VGW Holdings Limited	5461472	VGW
VGW Holdings Limited	5870873	VGW
VGW Holdings Limited	5970092	\$WEEPS CASH
VGW Holdings Limited	6153714	FENDOFF
VGW Holdings Limited	6206306	FLAMBINGO
VGW Holdings Limited	6208281	THE BIG GOREELA
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