

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ThreeSixty Brands Group LLC		04/03/2023	Corporation: DELAWARE
MerchSource, LLC		04/03/2023	Limited Liability Company: DELAWARE
Vornado Air, LLC		04/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A.		
<b>Street Address:</b>	1800 Century Park East		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	National Banking Association: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6873677	GLOWMOTION	
<b>Registration Number:</b>	6840757	SPAHAVEN	
<b>Registration Number:</b>	6840756	POWERBOOST MOVE	
<b>Registration Number:</b>	6840733	POWERBOOST GO	
<b>Registration Number:</b>	6714099	SOUNDHAVEN	
<b>Registration Number:</b>	6951671	BODYSCAN	
<b>Registration Number:</b>	6695271	PETIT BON	
<b>Registration Number:</b>	6609665	GLOW BRIGHTS	
<b>Registration Number:</b>	6591836	PLANET LOVE	
<b>Registration Number:</b>	6591835	TOASTIES	
<b>Registration Number:</b>	6591538	TRUEUV	
<b>Registration Number:</b>	6591535	POWERBOOST	
<b>Serial Number:</b>	97337452	BLACK SERIES	
<b>Serial Number:</b>	90119057	POWERBOOST	
<b>Serial Number:</b>	97573477	VORNADOBABY	

CH \$640.00 6873677

Property Type	Number	Word Mark
Serial Number:	97573414	VORNADOBABY
Serial Number:	97620831	ALCHEMY
Serial Number:	97620823	AXIS
Serial Number:	97620688	GO
Serial Number:	97620666	RISE
Serial Number:	97620642	ATOM
Serial Number:	97620574	TRANSOM
Serial Number:	97620481	PORTAL
Serial Number:	90337685	ACADEMY OF WONDER
Serial Number:	90899285	SHARPER TOMORROW

**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:** 2128598000

**Email:** teas@friedfrank.com

**Correspondent Name:** Julianne Simson c/o Fried Frank et al

**Address Line 1:** 1 New York Plaza

**Address Line 2:** 27th Floor

**Address Line 4:** New York, NEW YORK 10004

<b>ATTORNEY DOCKET NUMBER:</b>	003043-00005
<b>NAME OF SUBMITTER:</b>	Julianne Simson
<b>SIGNATURE:</b>	/Julianne Simson/
<b>DATE SIGNED:</b>	04/04/2023

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as April 3, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Wells Fargo Bank, N.A. (as successor-in-interest by assignment from General Electric Company), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

A. Pursuant to the Credit Agreement, dated as of October 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among 360 HOLDINGS III CORP., a Delaware corporation (“Topco Borrower”), MERCHSOURCE, LLC, a Delaware limited liability company (“MerchSource”), VORNADO AIR, LLC, a Delaware limited liability company (“Vornado”) (Topco Borrower, MerchSource and Vornado are sometimes referred to herein collectively as “US Borrowers” and individually as a “US Borrower”), THREESIXTY SOURCING LIMITED, a company incorporated in Hong Kong with limited liability (“ThreeSixty” or “HK Borrower”; US Borrowers and HK Borrowers are sometimes referred to herein collectively as “Borrowers” and individually as a “Borrower”), and each of the other entities listed on the signature pages thereto or that becomes a party thereto, the Lenders and Wells Fargo Bank, N.A., as Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

B. Each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 1, 2015 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

C. All of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and valid and continuing security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto, other than Excluded Property;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**THREESIXTY BRANDS GROUP LLC**  
as Grantor

By:   
Name: David Unter  
Title: Chief Financial Officer

**MERCHSOURCE, LLC**  
as Grantor

By:   
Name: David Unter  
Title: Chief Financial Officer

**VORNADO AIR, LLC.**  
as Grantor

By: \_\_\_\_\_  
Name: Adam Gromfin  
Title: Chief Legal Officer

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

Very truly yours,


**THREESIXTY BRANDS GROUP LLC**  
as Grantor

By: \_\_\_\_\_  
Name: David Unter  
Title: Chief Financial Officer

**MERCHSOURCE, LLC**  
as Grantor


By: \_\_\_\_\_  
Name: David Unter  
Title: Chief Financial Officer

**VORNADO AIR, LLC.**  
as Grantor

By: \_\_\_\_\_  
  
Name: Adam Gromfin  
Title: Chief Legal Officer

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO BANK, N.A.,  
as Agent

By:   
Name: Ben Cullen  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement - ABL]

TRADEMARK  
REEL: 008033 FRAME: 0472

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications:

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>TRADEMARK NO.</b>	<b>REGIS. DATE</b>	<b>OWNER INFORMATION</b>
BLACK SERIES	97337452	LIVE	N/A	N/A	MerchSource, LLC
GLOWMOTION	90573217	LIVE	6873677	10/11/22	MerchSource, LLC
SPAHAVEN	90649112	LIVE	6840757	09/06/22	MerchSource, LLC
POWERBOOST MOVE	90649090	LIVE	6840756	09/06/22	MerchSource, LLC
POWERBOOST GO	90631888	LIVE	6840733	09/06/22	MerchSource, LLC
SOUNDHAVEN	90119028	LIVE	6714099	04/26/22	MerchSource, LLC
BODYSCAN	90738861	LIVE	6951671	01/10/23	MerchSource, LLC
PETIT BON	90264763	LIVE	6695271	04/05/22	MerchSource, LLC
GLOW BRIGHTS	90264751	LIVE	6609665	01/04/22	MerchSource, LLC
PLANET LOVE	90264765	LIVE	6591836	12/14/21	MerchSource, LLC
TOASTIES	90264756	LIVE	6591835	12/14/21	MerchSource, LLC
TRUEUV	90119137	LIVE	6591538	12/14/21	MerchSource, LLC
POWERBOOST	90119057	LIVE	6591535	12/14/21	MerchSource, LLC
VORNADOBABY	97573477	LIVE	N/A	N/A	Vornado Air, LLC
VORNADOBABY	97573414	LIVE	N/A	N/A	Vornado Air, LLC
ALCHEMY	97620831	LIVE	N/A	N/A	Vornado Air, LLC
AXIS	97620823	LIVE	N/A	N/A	Vornado Air, LLC
GO	97620688	LIVE	N/A	N/A	Vornado Air, LLC
RISE	97620666	LIVE	N/A	N/A	Vornado Air, LLC
ATOM	97620642	LIVE	N/A	N/A	Vornado Air, LLC



<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>STATUS</u>	<u>TRADEMARK NO.</u>	<u>REGIS. DATE</u>	<u>OWNER INFORMATION</u>
TRANSOM	97620574	LIVE	N/A	N/A	Vornado Air, LLC
PORTAL	97620481	LIVE	N/A	N/A	Vornado Air, LLC
ACADEMY OF WONDER	90337685	LIVE	6880794	10/18/22	ThreeSixty Brands Group LLC
SHARPER TOMORROW	90899285	LIVE	90899285	11/08/22	ThreeSixty Brands Group LLC