

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
I Am Beyond LLC		04/25/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association, as Collateral Agent		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6157412	SPORTGLOSS	
Registration Number:	6324552	PRE-JAMAS	
Registration Number:	6157413	LOVE THE BUMP	
Registration Number:	3797019		
Registration Number:	2914942		
Registration Number:	3756181	I AM BEYOND	
Registration Number:	6323891	BFF SHERPA	
Registration Number:	4548487	BEYOND THE BUMP	
Registration Number:	4502010	BEYOND	
Registration Number:	3807992	BEYOND YOGA	
Registration Number:	2940533	BEYOND YOGA	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		

OP \$290.00 6157412

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Sophie Bolt

SIGNATURE: /Sophie Bolt/

DATE SIGNED: 04/26/2023

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of April 25, 2023, by I Am Beyond LLC, a California limited liability company (the “Pledgor”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a U.S. Security Agreement dated as of September 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into and extend credit to the Pledgor and the other U.S. Loan Parties under the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the U.S. Lender Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) U.S. Levi’s Trademarks, including the Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks;
- (c) the Licenses associated with such Trademarks; and
- (d) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security

interest in the Trademarks made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering any such counterpart.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks and the Trademarks.

[signature page follows]

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

Very truly yours,

I AM BEYOND LLC

By: _____

Name: Lauren Dudley

Title: Vice President and Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name:

Title:

[Levi's Joinder – Signature Page to Trademark Security Agreement (I Am Beyond LLC)]

TRADEMARK
REEL: 008059 FRAME: 0601

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Sean Bodkin
Title: Executive Director

[Levi's Joinder -- Signature Page to Trademark Security Agreement (I Am Beyond LLC)]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Country	Mark Name	Status	Application Number	Filed Date	Registration Date	Registration Number
USA	SPORTGLOSS	Registered	88/817,871	2020-03-02	2020-09-22	6157412
USA	PRE-JAMAS	Registered	88/804,542	2020-02-20	2021-04-13	6324552
USA	LOVE THE BUMP	Registered	88/817,879	2020-03-02	2020-09-22	6157413
USA	Lotus Logo	Registered	77/681,833	2009-03-02	2010-06-01	3797019
USA	Lotus Logo	Registered	76/514,347	2003-05-15	2004-12-28	2914942
USA	I AM BEYOND	Registered	78/782,683	2005-12-29	2010-03-02	3756181
USA	BFF SHERPA	Registered	88/837,634	2020-03-17	2021-04-13	6323891
USA	BEYOND THE BUMP	Registered	85/778,515	2012-11-13	2014-06-10	4548487
USA	BEYOND Logo	Registered	85/080,147	2010-07-08	2014-03-25	4502010
USA	BEYOND YO-GA	Registered	77/681,832	2009-03-02	2010-06-22	3807992
USA	BEYOND YO-GA	Registered	76/472,137	2002-12-04	2005-04-12	2940533

Trademark Applications:

N/A