

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLAYBOY ENTERPRISES INTERNATIONAL, INC.		05/10/2023	Corporation: DELAWARE
TLA ACQUISITION CORP.		05/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as Collateral Agent		
Street Address:	150 SOUTH 5TH STREET, SUITE 2600		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	7032148	LOVERS AFTERGLOW	
Registration Number:	6901231	PLAYBOY	
Registration Number:	6639952	PLEASURE FOR ALL	
Registration Number:	6503203	PLEASURE FOR ALL	
Serial Number:	97319256		
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9712		
Email:	ypan@proskauer.com		
Correspondent Name:	Chi-Yu Huang		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	47109.009		
NAME OF SUBMITTER:	Chi-Yu Huang		
SIGNATURE:	/Chi-Yu Huang/		

CH \$140.00 7032148

DATE SIGNED:	05/10/2023
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Total Attachments: 4
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2023 (this “Agreement”), is made by each of the signatories hereto indicated as a “Grantor” (each a “Grantor” and collectively, the “Grantors”) in favor of Acquiom Agency Services LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”). Capitalized terms used by not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, each of the Grantors is the owner of certain Trademarks as indicated in the attached Schedule of Registered Trademarks;

WHEREAS, each Grantor has entered into the Pledge and Security Agreement dated as of May 25, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in which each Grantor has granted certain interests in favor of the Collateral Agent for the benefit of the Secured Parties; and


WHEREAS, pursuant to the Security Agreement, each Grantor has agreed with the Collateral Agent and the Secured Parties to execute this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the Trademarks listed on the attached Schedule of Registered Trademarks, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such Trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world as collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control. For the avoidance of doubt, notwithstanding anything to the contrary herein, no security interest is granted hereunder, and the Collateral does not include, any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c), in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof 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.

GRANTORS:

**PLAYBOY ENTERPRISES
INTERNATIONAL, INC.**


By: 

Marc Crossman (May 9, 2023 18:32 PDT)

Name: Marc Crossman

Title: Chief Financial Officer

TLA ACQUISITION CORP.


By: 

Marc Crossman (May 9, 2023 18:32 PDT)

Name: Marc Crossman

Title: Chief Financial Officer

SCHEDULE OF
REGISTERED TRADEMARKS

Country	Title	Image	International Classes	All Goods	Registration No. or Application No.	Registration Date	Next Due Date	Status	Owner
United States of America	LOVERS AFTERGLOW		35	Providing incentive award programs for customers through the administration of a preferred customer reward program featuring customer incentives, rewards, gift cards, discounts and special offers; Consumer loyalty services for commercial, promotional and advertising purposes, namely, providing an incentive rewards program for customers through the issuance and processing of customer loyalty points and credits	7032148	4/18/2023	4/18/2029	Registered	TIA Acquisition Corp.
United States of America	PLAYBOY		09	Non fungible tokens, namely, downloadable image files containing artwork and avatars authenticated by non-fungible tokens (NFTs); Downloadable digital media, namely, downloadable multimedia files containing artwork relating to artwork, images and avatars authenticated by non-fungible tokens (NFTs)	6901231	11/15/2022	11/15/2032	Registered	Playboy Enterprises International, Inc.
United States of America	PLEASURE FOR ALL		41	Providing a website featuring entertainment, social media entertainment, and cultural information; Providing online non-downloadable publications in the nature of blogs, posts and articles in the field of entertainment, health and wellness, and culture	6639952	2/8/2022	2/8/2032	Registered	Playboy Enterprises International, Inc.
United States of America	PLEASURE FOR ALL		03	Cosmetic preparations for bath and shower, namely, bath bombs, bath salts, essential oils, essential oils for intimacy, massage oils and lotions; beauty masks for faces	6503203	9/28/2021	9/28/2031	Registered	Playboy Enterprises International, Inc.
United States of America	Rabbit Head Design		09	Downloadable image files containing artwork and avatars authenticated by non-fungible tokens (NFTs)	97319256	3/18/2022	N/A	Pending	Playboy Enterprises International, Inc.