

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWIMS IP LLC		05/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
Street Address:	15260 VENTURA BOULEVARD, SUITE 1135		
City:	SHERMAN OAKS		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4962357		
Registration Number:	6987387	SWIMS	
Serial Number:	90790334	SWIMS	
Serial Number:	90790346	SWIMS	
Serial Number:	97826763	THERE'S NO BAD WEATHER, ONLY BAD CLOTHIN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	rboghosian@ctswlaw.com		
Correspondent Name:	COHEN TAUBER SPIEVACK & WAGNER P.C.		
Address Line 1:	420 Lexington Avenue, Suite 2400		
Address Line 4:	New York, NEW YORK 10170		
NAME OF SUBMITTER:	Robert Boghosian		
SIGNATURE:	/s/ Robert Boghosian		
DATE SIGNED:	05/23/2023		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of May 19, 2023 (this “IP Security Agreement”) by and between **SWIMS IP LLC**, a Delaware limited liability company, with a place of business at 15 Riverside Avenue, Westport, CT 06880 (“Grantor”) and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 15260 Ventura Boulevard, Suite 1135, Sherman Oaks, CA 91403 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Credit Agreement dated as of even date herewith (as may be amended, restated, amended and restated or otherwise modified from time to time, the “Credit Agreement”), by and among (i) the Grantor and SWIMS NA LLC, a Delaware limited liability company as borrowers (collectively, the “Borrowers”), and (ii) the Lender; and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted Lender a security interest in and lien on all of Grantor’s assets, including all of Grantor’s trademarks, tradenames, trade styles, patents, copyrights, domain names, URLs, IP Addresses and other intellectual property, and Grantor agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority.

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Borrowers pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and lien on all of Grantor’s right, title and interest in and to Grantor’s intellectual property assets, wherever located and whether now owned or hereafter acquired, including without limitation, all trademarks, patents, copyrights, domain names, URLs and IP Addresses, including the trademarks, patents, copyrights, domain names, URLs and IP Addresses set forth in **Exhibit 1** attached hereto and incorporated herein by reference, all source codes associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, (collectively, the “IP Collateral”) *provided, however*, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be excluded from the IP Collateral. For the avoidance of doubt, Grantor acknowledges that the items listed in **Exhibit 1-1** to this IP Security Agreement are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on the items listed in **Exhibit 1-1** to this IP Security Agreement. For the avoidance of doubt, a security interest in and lien on the IP Collateral has been granted by Grantor to Lender pursuant to the Credit Agreement and Lender shall have all rights and remedies with respect to the IP Collateral as set forth in the Credit Agreement.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this IP Security Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In furtherance thereof, upon the occurrence of an Event of Default, Lender shall have all rights and remedies as set forth in the Credit Agreement with respect to the IP Collateral.

4. Execution in Counterparts. This IP Security Agreement 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 contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed as of the day and year first above written.

GRANTOR:

SWIMS IP LLC,
a Delaware limited liability company

By: William Sweedler
Name: William Sweedler
Title: Managing Member

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

By: Michael Lipkin
Name: Michael Lipkin
Title: Chief Executive Officer

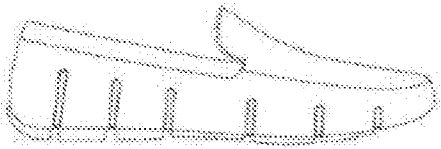



EXHIBIT 1



List of Trademarks, Patents, Copyrights, Domain Names, URLs and IP Addresses

See Exhibit 1-1 through Exhibit 1-4 attached hereto.

EXHIBIT 1-1

TRADEMARKS

Mark	Owner of Mark	Registration no.	Registration Date
	SWIMS IP LLC	4962357	May 24, 2016
	SWIMS IP LLC	3983544	June 28, 2011
	SWIMS IP LLC	5169098	March 28, 2017
	SWIMS IP LLC	6987387	February 21, 2023

Mark	Owner of Mark	Serial no.	Filing Date
	SWIMS IP LLC	90790334	June 23, 2021
	SWIMS IP LLC	90790346	June 23, 2021
THERE'S NO BAD WEATHER, ONLY BAD CLOTHING	SWIMS IP LLC	97826763	March 7, 2023

See additional marks on the following four (4) pages which are included in Exhibit 1-1.

Country	Mark	Design	Status	Current Owner	Classes	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renewal
Australia	SWIMS (Stylized)	SWIMS	Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
Australia	SWIMS BREEZE (Stylized)	SWIMS BREEZE	Registered	Swims IP LLC	25	Leisure shoes	1321100	07/27/2016	1321100	07/27/2016	07/27/2026
China P.R.	SWIMS (Stylized)	SWIMS	Registered	Swims IP LLC	18, 25	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers Demonstration of goods; Advertising; Presentation of goods on communication media, for retail purposes; Advertising through mail order; Online advertising on a computer network; Administrative services for the relocation of businesses; Organization of trade fairs; Marketing; Provision of an on-line marketplace for buyers and sellers of goods and services; Sales promotion for others; Import-export agency services; Personnel management; Compilation of information into computer databases; Accounting; Rental of vending machines; Sponsorship search; Rental of sales stands; Retail services for pharmaceutical, veterinary and sanitary preparations and medical	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
China P.R.	SWIMS Stylized	SWIMS	Pending	Swims IP LLC	35	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers Demonstration of goods; Advertising; Presentation of goods on communication media, for retail purposes; Advertising through mail order; Online advertising on a computer network; Administrative services for the relocation of businesses; Organization of trade fairs; Marketing; Provision of an on-line marketplace for buyers and sellers of goods and services; Sales promotion for others; Import-export agency services; Personnel management; Compilation of information into computer databases; Accounting; Rental of vending machines; Sponsorship search; Rental of sales stands; Retail services for pharmaceutical, veterinary and sanitary preparations and medical	58628985	08/20/2021			
Colombia	SWIMS (Stylized)	SWIMS	Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
European Union	SWIMS (Stylized)	SWIMS	Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030

EXHIBIT 1 - 1



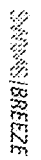


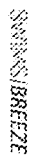
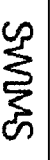
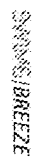
Countries	Mark	Design	Status	Current Owner	Classes	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renewal
European Union	SWIMS BREEZE (Stylized)		Registered	Swims IP LLC	25	Leisure shoes	1321100	07/27/2016	1321100	07/27/2016	07/27/2026
International	SWIMS (Stylized)		Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
International	SWIMS BREEZE (Stylized)		Registered	Swims IP LLC	25	Leisure shoes	1321100	07/27/2016	1321100	07/27/2016	07/27/2026
Israel	SWIMS (Stylized)		Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
Japan	SWIMS (Stylized)		Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
Japan	SWIMS BREEZE (Stylized)		Registered	Swims IP LLC	25	Leisure shoes	1321100	07/27/2016	1321100	07/27/2016	07/27/2026
Republic of Korea	SWIMS (Stylized)		Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
Republic of Korea	SWIMS BREEZE (Stylized)		Registered	Swims IP LLC	25	Leisure shoes	1321100	07/27/2016	1321100	07/27/2016	07/27/2026

EXHIBIT 1 - 1





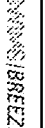



Country	Mark	Design	Status	Current Owner	Classes	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renewal
Russian Federation	SWIMS (Stylized)		Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
Singapore	SWIMS (Stylized)		Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
Switzerland	SWIMS (Stylized)		Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
Turkey	SWIMS (Stylized)		Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
Turkey	SWIMS BREEZE (Stylized)		Registered	Swims IP LLC	25	Leisure shoes	1321100	07/27/2016	1321100	07/27/2016	07/27/2026
United Kingdom	SWIMS (Stylized)		Registered	Swims IP LLC	18, 25, 28	18 - Bags; travelling bags; umbrellas; handbags; wallets 25 - Rainwear; galoshes; clothing; walking shoes; casual boots; sandals for casual use; moccasins for casual use; rain hats; slippers 28 - Sporting articles (not included in other classes)	1042359	02/18/2010	1042359	02/18/2010	02/18/2030
United Kingdom	SWIMS BREEZE (Stylized)		Registered	Swims IP LLC	25	Leisure shoes	1321100	07/27/2016	UK0080132110	05/03/2017	07/27/2026
United States	Shoe Design		Registered	Swims IP LLC	25	Footwear	86395,758	09/16/2014	4,962,357	05/24/2016	05/24/2026

EXHIBIT 1 - 1



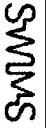
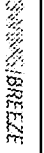
Country	Mark	Design	Status	Current Owner	Classes	Goods	App. No.	App. Date	Reg. No.	Reg. Date	Renewal
United States	SWIMS (Stylized)		Registered	Swims IP LLC	18, 25	18 - All purpose carrying bags; sports bags; travelling bags; umbrellas 25 - Rainwear; galoshes; rain coats; jackets; winter coats; winter jackets; walking shoes; casual boots; sandals for casual use; moccasins for casual use	79/083,868	02/18/2010	3,983,544	06/28/2011	02/18/2030
United States	SWIMS (Stylized)		Allowed - SOU/1st Ext. due 12/21/2022	Swims IP LLC	18	Umbrellas; all-purpose carrying bags; sports bags; travelling bags; backpacks; waist packs; belt bags; toiletry bags; messenger bag; briefcases; attache cases; carry all bags; and tote bags; combination messenger bag; briefcase and backpack	90/790,334	06/23/2021			
United States	SWIMS (Stylized)		Allowed - SOU/1st Ext. due 2/9/2023	Swims IP LLC	25	Clothing, namely, rainwear; pants; jackets; coats; sweaters; cardigans; shorts; shirts; t-shirts; polo shirts; long-sleeved shirts; parkas; vests; jackets with hoods; thermal shirts; and swimwear; headwear; footwear	90/790,346	06/23/2021			
United States	SWIMS BREEZE (Stylized)		Registered	Swims IP LLC	25	Leisure shoes	79/197,173	07/27/2016	5,169,098	03/28/2017	07/27/2026

EXHIBIT 1-2

PATENTS

Exhibit 1 - 2

EXHIBIT 1-3
COPYRIGHTS

EXHIBIT 1-4

DOMAIN NAMES, URLS and IP ADDRESSES

Domain Name	URL	IP Address	Login	Registrant	Registrar	User ID	Password
			Provided separately to Lender			Provided separately to Lender	Provided separately to Lender
			Provided separately to Lender			Provided separately to Lender	Provided separately to Lender
			Provided separately to Lender			Provided separately to Lender	Provided separately to Lender