

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817031

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900773194		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEPWEAR, LLC		05/01/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	5001 Spring Valley Road; Suite 825W		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6057838	PEPWEAR	
Registration Number:	5216304	PEPWEAR	
Registration Number:	5216305	PEPWEAR P EST. 1987	
Registration Number:	3701048	PEPWEAR	
Registration Number:	3701049	PEPWEAR P SCHOOL TIMES FOR ALL TIMES EST	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	(210) 978-7453		
Email:	eva.martinez@haynesboone.com		
Correspondent Name:	Eva Martinez, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 2:	54237.102_CVial		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	54237.0102_CVIAL		
NAME OF SUBMITTER:	Eva M. Martinez		
SIGNATURE:	/Eva M. Martinez/		

DATE SIGNED:

06/13/2023

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of May 1, 2023, is made by and between PEPWEAR, LLC, a Texas limited liability company (“*Grantor*”), and EAST WEST BANK, a California state bank (“*Lender*”).

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 4, 2023, by and between SLCP HOLDINGS, LLC, a Delaware limited liability company (“*Borrower*”) and Lender (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), the Lender has agreed to extend certain loans to or for the direct or indirect benefit of Borrower;

WHEREAS, Grantor will be a party to that certain Security Agreement, dated as of January 4, 2023, among Lender, Borrower, Calling All Ships, LLC, a Delaware limited liability company and SLCP PXP Solutions, LLC, a Delaware limited liability company (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby unconditionally grants and pledges to Lender, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Grantor’s U.S. federally registered Patents, Patent applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor’s U.S. federally registered Trademarks, Trademark applications, and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor’s U.S. federally registered Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and

- (e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations unless and until the Obligations have been paid in full; provided that, "Intellectual Property Collateral" shall not include, and this Agreement shall not operate as a pledge or grant of a security interest in, any (i) applications by any Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted, provided, further, that when a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement or (ii) Excluded Assets.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any grantor under the Security Agreement, to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Intellectual Property Collateral 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

6. Governing Law; Venue; Service of Process. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT REFERENCE TO APPLICABLE RULES OF CONFLICTS OF LAWS).

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Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

PEPWEAR, LLC, a Texas limited liability company

By: Matthew Swift
Name: Matthew Swift
Title: Vice President

SCHEDULE I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(PART A)

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

Patents: None.

Patent Licenses: None.

(PART B)

TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

Trademarks:

Mark	App. No.	App. Date	Reg. No.	Reg. Date
PEPWEAR	88652732	10-14-19	6057838	5-19-20
PEPWEAR	86952327	3-24-16	5216304	6-6-17
PEPWEAR P EST. 1987	86952369	3-24-16	5216305	6-6-17
PEPWEAR	77622178	11-26-08	3701048	10-27-09
PEPWEAR P SCHOOL TIMES FOR ALL TIMES EST. 1987	77622487	11-26-08	3701049	10-27-09

Trademark Licenses:

- a. Manufacturers Agreement, dated April 22, 2022, between PXP Solutions, LLC, a Texas limited liability company, as licensee, and NFL Properties LLC and NFL International LLC, as licensor, as assumed by SLCP PXP Solutions, LLC, a Delaware limited liability company, on January 3, 2023 pursuant to the Closing Date Acquisition Documents.
- b. License Agreement, dated January 1, 2020, by and between Pepwear, LLC and the National Federation of State High School Associations, as amended by Agreement to Assign and Amend the License Agreement, dated August 19, 2021, by and between Pepwear, LLC and the National Federation of State High School Associations and Teall Properties Group, LLC.
- c. Online Merchandising and Apparel Agreement, dated August 16, 2020, by and between Pepwear, LLC and United Sound, Inc.
- d. Merchandiser Agreement, dated August 24, 2017, by and between Pepwear, LLC and USA Football, Inc.
- e. Event Merchandising, Online Merchandising, and Apparel Agreement, dated July 16, 2020, by and between Pepwear, LLC and Arizona Interscholastic Association.
- f. Event Merchandising, Online Merchandising, and Apparel Agreement, dated January 1, 2022, by and between Pepwear, LLC and BD Performing Arts.
- g. Event Merchandising, Online Merchandising, and Apparel Agreement, dated June 23, 2021, by and between Pepwear, LLC and Cadets Arts & Entertainment, Inc.

- h. Event Merchandising, Online Merchandising, and Apparel Agreement, dated December 18, 2018, by and between Pepwear, LLC and Cavaliers Drum and Bugle Corps, Inc.
- i. Event Merchandising, Online Merchandising, and Apparel Agreement, dated January 1, 2020, by and between Pepwear, LLC and Drum Corps International, Inc.
- j. Event Merchandising, Online Merchandising, and Apparel Agreement, dated November 7, 2018, by and between Pepwear, LLC and Florida Music Education Association, Inc., as amended by Amending Agreement dated March 27, 2023.
- k. Event Merchandising, Online Merchandising, and Apparel Agreement, dated October 7, 2019, by and between Pepwear and Kentucky Music Educators Association.
- l. Amended and Restated Event Merchandising, Apparel, and Online Sales Agreement, dated September 1, 2020, by and between Pepwear, LLC and Playfly Sports Properties, LLC/Louisiana High School Athletic Association.
- m. Event Merchandising, Online Merchandising, and Apparel Agreement, dated March 1, 2020, by and between Pepwear, LLC and Maryland Public Secondary School Athletic Association.
- n. Exclusive Merchandising Agreement, dated June 1, 2022, by and between Pepwear, LLC and Music For All, Inc.
- o. Exclusive Event Merchandising and Apparel Agreement, dated February 22, 2023, by and between Pepwear, LLC and Pennsylvania Music Educators Association.
- p. Trademark Sublicense Agreement, dated August 1, 2022, by and between Sports in Action, LLC, dba High Field Marketing, on behalf of the Board of Regents of The University of Texas System, an agency of the State of Texas, the University of Texas at Austin, which is acting on behalf of its department the University Interscholastic League, and Pepwear, LLC.
- q. Event Merchandising, Online Merchandising, and Apparel Agreement, dated December 17, 2018, by and between Pepwear, LLC and Vanguard Music and Performing Arts, Inc., as amended by Amending Agreement, dated March 31, 2023.
- r. Event Merchandising and Apparel Agreement, dated September 18, 2018, by and between Pepwear, LLC and Winter Guard International, Inc., as amended by First Amendment to Event Merchandising and Apparel Agreement, dated February 5, 2021.
- s. SAGE + PPAI—Pepwear has a Total Access Subscription which includes a license to use the SAGE Online, SAGE Web and SAGE Mobile products; Pepwear, LLC also has a PPAI membership.

(PART C)

COPYRIGHTS AND COPYRIGHT LICENSES

Copyrights: None.

Copyright Licenses: None.