

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eclipse Business Capital LLC	FORMERLY Encina Business Credit, LLC	08/30/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Tiger Finance, LLC		
Street Address:	60 State Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90369299	UNDERMINE	
Registration Number:	5752993	RO + ME	
Registration Number:	5752992	RO + ME	
Registration Number:	3566662	ROBEEZ	
Registration Number:	3284267	TRUMPETTE	
Registration Number:	3629799	TRUMPETTE	
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>			
Phone:	6172485000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2013908-0002		
NAME OF SUBMITTER:	Sara M. Bauer		

OP \$165.00 90369299

SIGNATURE:	/sara bauer/
DATE SIGNED:	08/30/2023
Total Attachments: 5 source=Assignment of IP Security Agreement (Trademarks) -- Daytona#page1.tif source=Assignment of IP Security Agreement (Trademarks) -- Daytona#page2.tif source=Assignment of IP Security Agreement (Trademarks) -- Daytona#page3.tif source=Assignment of IP Security Agreement (Trademarks) -- Daytona#page4.tif source=Assignment of IP Security Agreement (Trademarks) -- Daytona#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of August 30, 2023, is by ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina Business Credit, LLC), acting in its capacity as the current and resigning agent (the "Resigning Agent") and TIGER FINANCE, LLC, acting in its capacity as the successor agent (in such capacity, the "Successor Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, Daytona Apparel IP, LLC, a Delaware limited liability company (the "Grantor") and the Resigning Agent are parties to that certain Intellectual Property Security Agreement (Trademarks), dated as of May 7, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Resigning Agent a security interest in all of the Grantor's Trademarks (as defined in the Trademark Security Agreement), including those set forth on Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 11, 2021 at Reel 7287, Frame 0935; and

WHEREAS, pursuant to that certain Confirmation of Resignation of Agent and Appointment of Successor Agent dated as of the date hereof, by and among the Resigning Agent, the Successor Agent, and the other parties thereto, the Resigning Agent has assigned (except as expressly provided therein, without representation or warranty) to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Trademark Security Agreement, in each instance, in its capacity as administrative agent.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent and the Successor Agent agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Trademark Security Agreement.

2. Assignment by Resigning Agent. Effective as of the date hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent hereby sells, assigns, transfers and conveys to the Successor Agent all of its right, title and interest in, to and under the Trademark Security Agreement, including, without limitation, a continuing security interest in, to, and under the Trademarks.

3. Assumption by Successor Agent. Effective as of the date hereof, Successor Agent hereby assumes and agrees to be bound by, and undertakes to perform and discharge, all of the obligations and liabilities of the Resigning Agent as set forth in the Trademark Security Agreement.

4. Authorization. Effective as of the date hereof, and solely with respect to such instances where the Resigning Agent's authorization therefor is required, Resigning Agent

hereby authorizes Successor Agent to file, register and/or record this Agreement with the United States Patent and Trademark Office and any other similar office for which filing, registration or recordation is reasonably necessary to effect and/or evidence the assignment of the described herein from the Resigning Agent to the Successor Agent. The Resigning Agent shall use commercially reasonable efforts to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent, and at the sole expense of the Grantor, any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary to obtain the full benefits of the assignment described herein.

5. Credit Agreement. This Agreement has been executed and delivered by the parties hereto for the purpose of registering the security interest of the Successor Agent (as successor-in-interest to the Resigning Agent and for the benefit of the Lenders (as defined in the Trademark Security Agreement)) in the Trademarks with the United States Patent and Trademark Office. The security interest granted by the Grantor pursuant to the Trademark Security Agreement was granted as a supplement to, and not in limitation of, the security interest granted to the Successor Agent (as successor-in-interest to the Resigning Agent and for the benefit of the Lenders) for its benefit under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Credit Agreement and the other Loan Documents (and all rights and remedies of the Successor Agent thereunder) shall remain in full force and effect in accordance with their terms.

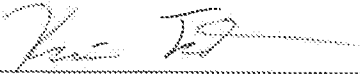
7. Collateral Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall constitute together but one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina Business Credit, LLC), as Resigning Agent

By: 
Name: Kevin Trout
Title: Authorized Signatory

[Signatures Continued Next Page]

[Signature Page to Assignment of Copyright Security Agreement]

TRADEMARK
REEL: 008183 FRAME: 0450

TIGER FINANCE, LLC, as Successor Agent

By: 
Name: Andrew Cerussi
Title: Managing Director

Schedule A to Assignment of Intellectual Property Security Agreement (Trademarks)

	Country	Serial No. Filing Date	Registration No. Registration Date	MARK
1.	US	90369299 12-09-2020		UNDERMINE
2.	US	87911322 05-08-2018	5752993 05-14-2019	RO + ME
3.	US	87911317 05-08-2018	5752992 05-14-2019	RO + ME
4.	US	77344759 12-05-2007	3566662 01-27-2009	ROBEEZ
5.	US	76669159 11-17-2006	3284267 08-28-2007	TRUMPETTE
6.	US	77451792 04-18-2008	3629799 06-02-2009	TRUMPETTE

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