

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEI Licensing, LLC		09/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sound Point Agency LLC		
Street Address:	375 PARK AVENUE, 33RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7083640	ELLA RAFAELLA	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Serena Warner		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	63868.003		
NAME OF SUBMITTER:	Serena Warner		
SIGNATURE:	/Serena Warner/		
DATE SIGNED:	09/12/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 12, 2023, is made by PEI Licensing, LLC (the “Grantor”) in favor of Sound Point Agency LLC, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the benefit of itself and Lenders (as defined in the Loan Agreement (defined below)).

WITNESSETH:

WHEREAS, the Grantors, Agent and the lenders party thereto from time to time (collectively, “Lenders” and, together with Agent, “Secured Parties”), have entered into that certain Loan and Security Agreement, dated as of December 20, 2021 (as amended by that certain Amendment No. 1 to Loan and Security Agreement, dated as of March 31, 2022, that certain Amendment No. 2 to Loan and Security Agreement, dated as of the date hereof, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”);

WHEREAS, as a condition to the extension of credit by Lenders to the Grantors under the Loan Agreement, the Grantor has agreed, pursuant to such Loan Agreement, to grant to Agent (for the benefit of itself and Lenders) a security interest in, and lien on, all of the Trademark Collateral (defined below); and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance of the Obligations of such Grantor, hereby grants to Agent, for itself and the benefit of Secured Parties, a continuing security interest in, a lien upon, and a right of set off against, and hereby assigns to Agent, for itself and the benefit of Secured Parties, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”): all of its Trademarks listed on Schedule 1 hereto.

Notwithstanding the foregoing, no grant of any security interest, lien, right of set off or other right shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted herein shall be released upon the payment and performance of the Obligations. Upon the termination of this Trademark Security Agreement, Agent shall at Grantors' cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

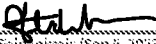
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

PEI LICENSING, LLC
as Grantor



Oscar Feldenkreis (Sept 11, 2013 1:51:11 EDT)
By: _____
Name: Oscar Feldenkreis
Title: Vice President

ACCEPTED AND AGREED
as of the date first written above:

Sound Point Agency LLC
as Agent

By: _____
Name:
Title:

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

PEI LICENSING, LLC
as Grantor

By: _____
Name: Oscar Feldenkreis
Title: Vice President

ACCEPTED AND AGREED
as of the date first written above:

Sound Point Agency LLC
as Agent

By: Wendy Ruberti
Name: Wendy Ruberti
Title: Authorized Signatory

Schedule I
to
Trademark Security Agreement

Trademarks

Grantor / Owner	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
PEI Licensing, LLC	ELLA RAFAELLA	United States of America	97210178	Jan. 10, 2022	7083640	Jun. 20, 2023