

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844849

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900803706

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARKLEY, LLC		09/29/2023	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, as Agent
Street Address:	111 S. WACKER DRIVE, 36TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	97373824	WHOLE BRAND THINKING
Serial Number:	88696645	WIN INSIDE TO WIN OUTSIDE
Serial Number:	88151761	KC LOVES
Serial Number:	88074187	MARKETING TO GEN Z
Serial Number:	88074199	YOUTH MINDSET
Serial Number:	88074212	OLD SOULS IN YOUNG BODIES
Serial Number:	86450548	BRAND LOVE
Serial Number:	86450585	MARKETING TO MILLENNIALS
Serial Number:	86259967	BARKLEY
Serial Number:	77426332	BARKLEYREI
Serial Number:	77005501	BARKLEY
Serial Number:	78578226	BLACKTOP CREATIVE

CORRESPONDENCE DATA

Fax Number:

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.

Email: sharon.elkin@katten.com

Correspondent Name: Sharon Elkin c/o Katten Muchin Rosenman

TRADEMARK

Address Line 1: 525 W. Monroe Street
Address Line 4: Chicago, ILLINOIS 60661-3693

ATTORNEY DOCKET NUMBER: 386565-00364

NAME OF SUBMITTER: Sharon Elkin

SIGNATURE: /Sharon Elkin/

DATE SIGNED: 10/10/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) made as of this 29th day of September, 2023 by BARKLEY, LLC, a Missouri limited liability company (“Grantor”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “Grantee”):

W I T N E S S E T H

WHEREAS, Grantor, the other Borrowers party thereto from time to time, the financial institutions party thereto from time to time as Lenders, and Grantee, as Agent, have entered into a certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the borrowers therein (collectively, the “Loans”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and the Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising (to the extent not constituting Excluded Property):

- (i) each Trademark listed on Schedule A annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

5. Counterparts. This 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4. Governing Law. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BARKLEY, LLC, a Missouri limited liability company

DocuSigned by:

Suzanne E. Williams

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By: _____

Name: Suzanne Williams

Title: Chief Operating Officer

Agreed and Accepted
As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Kimberly Trick
Title: Managing Director

Schedule A

U.S. Federal Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
WHOLE BRAND THINKING	97373824	4/21/22	N/A	N/A	Pending-intent to use
WIN INSIDE TO WIN OUTSIDE	88696645	11/18/19	6349213	5/11/21	Registered
KC LOVES	88151761	10/11/18	5768117	6/4/19	Registered
MARKETING TO GEN Z	88074187	8/10/18	5922981	11/26/19	Registered
YOUTH MINDSET	88074199	8/10/18	5783577	6/18//19	Registered
OLD SOULS IN YOUNG BODIES	88074212	8/10/18	5916069	1/1/19	Registered
BRAND LOVE	86450548	11/11/14	4780890	7/28/15	Registered
MARKETING TO MILLENNIALS	86450585	11/11/14	4852941	11/10/15	Registered
BARKLEY	86259967	4/23/14	4670335	1/13/15	Registered
BARKLEYREI	77426332	3/19/08	3519878	10/21/08	Registered
BARKLEY	77005501	9/22/06	3420823	4/29/08	Registered
BLACKTOP CREATIVE	78578226	3/2/05	3079192	4/11/06	Registered