

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BESPOKE PARTNERS, LLC		10/11/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5825242	BESPOKE PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	6144625135		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	One American Square Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	10/11/2023		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Security Agreement") made as of October 11, 2023, by and between BESPOKE PARTNERS, LLC, a Delaware limited liability company ("Grantor"), and CIBC BANK USA ("Secured Party").

WITNESSETH

WHEREAS, Grantor, as Borrower, the other Loan Parties from time to time party thereto and Secured Party, as Lender, are parties to a certain Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which, among other things, Secured Party has agreed to extend credit to Grantor from time to time subject to the terms and conditions set forth therein, and Grantor has granted a security interest in favor of Secured Party in certain of Grantor's assets, including, without limitation, (a) all its trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, all common-law rights related thereto, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, including any of the foregoing referred in Schedule A attached hereto, and (b) the right to obtain all renewals thereof (collectively, the "Trademark Collateral");

WHEREAS, it is a condition to the effectiveness of the Loan Agreement that Grantor execute this Security 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 and Secured Party hereby agree as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. Grantor hereby grants and pledges to Lender, a continuing security interest in all of its Trademark Collateral, whether now existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations; provided that, in no event shall such security interest extend to any "intent to use" Trademark applications until a statement of use is filed and accepted with respect to such applications.

3. New Trademarks. Grantor covenants and agrees that, if it takes any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead Trademark, the provisions of this Security Agreement above shall automatically apply thereto, and Grantor shall give Secured Party written notice thereof in accordance with Section 10.16 of the Loan Agreement. Grantor hereby authorizes Secured Party to modify this Security Agreement by amending Schedule A to include any such Trademarks.

4. Term. The term of this Security Agreement shall extend until the Payment in Full of the Secured Obligations. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Secured Party of all Trademark Collateral shall be without any liability for royalties or other related charges from Secured Party to Grantor.

5. Release of Security Interest. This Security Agreement is made for collateral security purposes only. Upon Payment in Full of the Secured Obligations, and at Grantor's sole cost and expense, Secured Party shall take such actions as may be necessary or proper to terminate the security interests created hereby.

6. Expenses. All fees, costs and expenses of whatever kind or nature (including Attorney Costs) incurred by Secured Party in connection with the execution, filing or recording of this Security Agreement or any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademark Collateral or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, and the performance of any of the other agreements set forth herein, in each case, shall be borne by Grantor at its sole cost and expense and, until paid in full, shall constitute Secured Obligations.

7. Secured Party's Right to Sue. After the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademark Collateral and, if Secured Party shall commence any such suit, Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents in aid of such enforcement, and Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses (including Attorney Costs) incurred by Secured Party in the exercise of its rights under this Section 7.

8. Waivers. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the other Loan Documents, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder, as applicable, preclude any other or further exercise thereof or the exercise of any other right, power or privilege available to Secured Party.

9. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

10. Modification. This Security Agreement may not be altered, amended, supplemented or otherwise modified except as specifically provided in Section 3 hereof or pursuant to a writing signed by Secured Party.

11. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby, by the other Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Secured Party, upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select in its sole discretion as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademark Collateral, (ii) take any other actions with respect to the Trademark Collateral as Secured Party deems to be in the best interest of Secured Party, (iii) grant or issue any exclusive or non-exclusive license under the Trademark Collateral to any other Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of all or any of the Trademark Collateral to any other Person. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Secured Obligations have been Paid in Full. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Loan Agreement or any other Loan Document but, rather, is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies available to Secured Party pursuant to the terms of this Security Agreement and the other Loan Documents, the UCC and applicable law.

12. Binding Effect; Successors and Assigns. Grantor may not assign its rights or obligations under this Security Agreement without the prior written consent of the Secured Party. This Security Agreement shall be binding upon Grantor and its successors and permitted assigns and shall inure to the benefit of and be enforceable and exercisable by Secured Party and its successors and assigns. Any attempted assignment or transfer of this Security Agreement by Grantor without the prior written consent of the Secured Party shall be null and void *ab initio*.

13. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

14. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

15. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

16. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be executed by one of its officers thereunto duly authorized as of the date first written above.

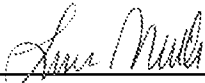
GRANTOR:

BESPOKE PARTNERS, LLC, a Delaware limited liability company

DocuSigned by:
Eric Walczykowski
By: _____
Name: Eric Walczykowski
Title: Chief Executive Officer

Accepted and agreed by:

CIBC BANK USA, as Secured Party

By: 
Name: Leemor Medina
Title: Managing Director

SCHEDULE A

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction / Filing Office</u>
Bespoke Partners, LLC	BESPOKE PARTNERS	5,825,242	11/14/2018	USA