

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRIXTON, LLC		11/20/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Second Avenue Capital Partners LLC		
Street Address:	75 SECOND AVENUE		
City:	Needham		
State/Country:	MASSACHUSETTS		
Postal Code:	02494		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	97786425	CONVERTABRIM	
Serial Number:	97786104	VERSABRIM	
Serial Number:	97516588	THE BRIXTON WORKSHOP COLLECTIVE	
Registration Number:	3148186	B BRIXTON LTD	
Registration Number:	6497915	BRIXTON	
Registration Number:	5384128	BRIXTON	
Registration Number:	5336136	BRIXTON	
Registration Number:	4625674	BRIXTON	
Registration Number:	3991999	BRIXTON	
Registration Number:	3511902	BRIXTON	
Registration Number:	3109807	BRIXTON	
Registration Number:	4956814	BRIXTON BROADCAST	
Registration Number:	5963410	BRIXTON CROSSOVER	
Registration Number:	4600396	BRXTN	
Registration Number:	6497912		
Registration Number:	4928692	RESTITCHED	
CORRESPONDENCE DATA			
Fax Number:			

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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: kareem.ansley@blankrome.com
Correspondent Name: KAREEM ANSLEY
Address Line 1: BLANK ROME LLP
Address Line 2: 717 TEXAS AVENUE, SUITE 1400
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	160283-01007
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	11/20/2023

Total Attachments: 13

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

November 20, 2023

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **BRIXTON, LLC**, a California limited liability company (“Grantor”), hereby grants to **SECOND AVENUE CAPITAL PARTNERS LLC**, a Delaware limited liability company with offices at 75 Second Avenue, Suite 550, Needham, MA 02494 as Agent under the Credit Agreement (as defined below), for its benefit and for the benefit of the other Credit Parties (in its capacity as agent and together with any successors in such capacities, “Grantee”), a continuing security interest in Grantor’s right, title and interest in, to and under (i) the trademark registrations and trademark applications filed in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (the “Marks”), (ii) all rights and privileges arising under applicable law with respect to Grantor’s use of such Marks, (iii) all renewals, supplements and extensions thereof, (iv) all rights corresponding thereto throughout the world, (v) the goodwill of the businesses with which the Marks are associated, and (vi) all causes of action and rights to sue, whether arising prior to or after the date hereof, for infringement of any of the Marks or unfair competition regarding the same (collectively the “Trademark Collateral”). For the avoidance of doubt, the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement, dated as of November 20, 2023 (as amended, restated, amended and restated, modified or supplemented from time to time the “Security Agreement”), by and among Grantor, Shield Acquisition, Inc. (the “Parent”), the other Grantors (as defined therein) party thereto from time to time and Grantee).

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Grant”) is made to secure the satisfactory performance and payment of all the Obligations (as

such term is defined in that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”) by and among Grantor, Parent, Brixton Canada Inc., the other Guarantors from time to time party thereto, Grantee and each other Credit Party from time to time party thereto. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with (x) the Credit Agreement, the provisions of the Credit Agreement shall govern or (y) the Security Agreement, the provisions of the Security Agreement shall govern. Capitalized terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement or Security Agreement, as applicable.

This Grant shall automatically terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment in full of the Obligations (other than contingent indemnification obligations for which claims have not been asserted) in accordance with the provisions of the Credit Agreement (such date, the “Termination Date”). Upon the occurrence of the Termination Date, Grantee shall promptly execute and deliver all documents, make all filings, and take all other actions reasonably requested by Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein.


This agreement may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature

page of this agreement by facsimile, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Grant as of the date above first written.

BRIXTON, LLC, as Grantor

By: 
Name: Raphael Peck
Title: Chief Executive Officer

[Signatures Continued from Previous Page]

SECOND AVENUE CAPITAL PARTNERS LLC,
as Grantee

By: 

Name: Andrew F. Prunier



Title: Authorized Signatory

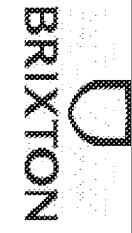
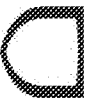

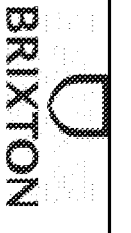
[Signature Page to Grant of Security Interest in United States Trademarks]


TRADEMARK
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SCHEDULE A

Trademarks and Trademark Applications

Mark	Country/Jurisdiction	Registration/Application Number	Registration/Application Date	Status
	Argentina	3383818	April 20, 2023	Registered
BRIXTON	Argentina	2632449	March 5, 2014	Registered
BRIXXTON	Benelux	R 748015	February 20, 2014	Registered
BRIXTON	Brazil	907038450	August 2, 2016	Registered
(Design Only) 	Brazil	905407547	September 22, 2015	Registered



Mark	Country/Jurisdiction	Registration/Application Number	Registration/Application Date	Status
	Canada	TMA1153215	November 23, 2022	Registered
BRIXTON	Canada	TMA739856	May 11, 2009	Registered
BRIXTON CROSSOVER	Canada	TMA1113178	November 3, 2021	Registered
(SHIELD DESIGN) 	Canada	2130894	June 1, 2021	Pending
	Chile	1386673	January 9, 2023	Registered
BRIXTON	Chile	1028529	August 6, 2013	Registered
	China	61552875	December 20, 2021	Unpublished application (Pending)

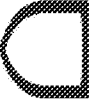
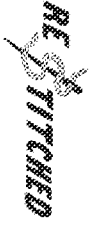
Mark	Country/Jurisdiction	Registration/Application Number	Registration/Application Date	Status
	Costa Rica	2022-0003114	April 6, 2022	Application (Pending)
BRIXTON	Costa Rica	2012-0009907	October 18, 2012	Application (Pending)
BRIXTON	Ecuador	SENADI/2021/TI/12140	September 24, 2020	Registered
BRIXTON	European Union	4905998	June 9, 2010	Registered
BRIXTON	Hong Kong	301294425	February 26, 2009	Registered
BRIXTON	Indonesia	IDM000377856	December 3, 2012	Registered
BRIXTON	Madrid International Registration	1647424	January 24, 2022	Registered
BRIXTON	Madrid International Registration	1650684	January 24, 2022	Registered

Mark	Country/Jurisdiction	Registration/Application Number	Registration/Application Date	Status
 BRIXTON	Madrid International Registration	1583703	January 19, 2021	Registered
BRIXTON	Madrid International Registration	1208448	August 28, 2013	Registered
BRIXTON	Madrid International Registration	959328	April 4, 2008	Registered
BRIXTON CROSSOVER	Madrid International Registration	1519244	February 6, 2020	Registered
BRIXXTON	Madrid International Registration	829586	May 12, 2004	Registered
(Design Only) 	Madrid International Registration	1610172	June 1, 2021	Registered
BRIXXTON	Israel	266544	August 28, 2013	Application (Pending)
BRIXXTON	Israel	253925	March 1, 2013	Registered

Mark	Country/Jurisdiction	Registration/Application Number	Registration/Application Date	Status
BRIXTON	Mexico	1505416	January 12, 2015	Registered
BRIXTON	New Zealand	803100	July 11, 2011	Registered
BRIXTON	New Zealand	700763	March 9, 2004	Registered
BRIXTON	Panama	227620	November 14, 2013	Registered
BRIXTON	Panama	227618	November 14, 2013	Registered
BRIXTON	Singapore	T1110492C	August 1, 2011	Registered
BRIXTON	South Africa	2015/26394	May 31, 2018	Registered
BRIXTON	South Africa	2015/26393	May 31, 2018	Registered

Mark	Country/Jurisdiction	Registration/Application Number	Registration/Application Date	Status
BRIXTON	South Korea	4010182360000	January 16, 2014	Registered
BRXTN	South Korea	4011135020000	June 23, 2015	Registered
BRIXTON	Taiwan	01432718	October 1, 2010	Registered
BRIXTON	United Kingdom	UK00801208448	May 12, 2015	Registered
BRIXTON	United Kingdom	UK00904905998	June 9, 2010	Registered
BRIXTON CROSSOVER	United Kingdom	UK00801519244	July 29, 2020	Registered
CONVERTABRIM	United States of America	97786425	February 8, 2023	Pending
RSABRIM	United States of America	97786104	February 8, 2023	Pending
BRIXTON <small>TRADE MARK</small>	United States of America	975116588	July 22, 2022	Pending

Mark	Country/Jurisdiction	Registration/Application Number	Registration/Application Date	Status
	United States of America	3148186	September 26, 2006	Renewed (Registered)
	United States of America	6497915	September 28, 2021	Registered
BRIXTON	United States of America	5384128	January 23, 2018	Registered
BRIXTON	United States of America	5336136	November 14, 2017	Registered
BRIXTON	United States of America	4625674	October 21, 2014	Registered
BRIXTON	United States of America	3991999	July 12, 2011	Renewed (Registered)
BRIXTON	United States of America	3511902	October 7, 2008	Renewed (Registered)

Mark	Country/Jurisdiction	Registration/Application Number	Registration/Application Date	Status
BRIXTON	United States of America	3109807	June 27, 2006	Renewed (Registered)
BRIXTON BROADCAST	United States of America	4956814	May 10, 2016	Registered
BRIXTON CROSSOVER	United States of America	5963410	January 14, 2020	Registered
BRXTN	United States of America	4600396	September 9, 2014	Registered
(Design Only)	United States of America	6497912	September 28, 2021	Registered
				
	United States of America	4928692	March 29, 2016	Registered

TRADEMARK

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RECORDED: 11/20/2023