

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNDEFEATED, INC.		11/27/2023	Corporation: CALIFORNIA
UNDFTD CORP.		11/27/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KHR Servicing, LLC, as Administrative Agent		
Street Address:	280 Park Avenue, 22nd Floor		
Internal Address:	Knighthood Capital Management, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	2754149	UNDEFEATED	
Registration Number:	3406295	UNDEFEATED	
Registration Number:	3623500		
Registration Number:	3218703	UNDEFEATED	
Registration Number:	3178161	UNDFTD	
Registration Number:	3412743		
Registration Number:	3367018	UNDEFEATED	
Registration Number:	3420461		
Registration Number:	4338607	UNDEFEATED	
Registration Number:	4338609	UNDEFEATED	
Registration Number:	4389269	UNDFTD	
Registration Number:	4385270	UNDFTD	
Registration Number:	4415630	BORN NOT MADE	
Registration Number:	4341959	UNDEFEATED	
Registration Number:	4334680	UNDEFEATED	
Registration Number:	4334681	UNDEFEATED	
Registration Number:	4334708	UNDEFEATED	

OP \$1190.00 2754149

Property Type	Number	Word Mark
Registration Number:	4341978	UNDEFEATED
Registration Number:	4341979	UNDEFEATED
Registration Number:	4334716	UNDEFEATED
Registration Number:	4341980	UNDEFEATED
Registration Number:	4342127	
Registration Number:	4346211	
Registration Number:	4346246	
Registration Number:	4346247	
Registration Number:	4346430	
Registration Number:	4346431	
Registration Number:	4342624	
Registration Number:	5209586	SPORT IS WAR
Registration Number:	4465817	
Registration Number:	4470064	UNDEFEATED
Registration Number:	4465878	UNDEFEATED
Registration Number:	4965181	UNDEFEATED
Registration Number:	5377926	UACTP
Registration Number:	5377932	UNDEFEATED ACTION CAPABILITIES TRAINING
Registration Number:	6236123	UNDEFEATED
Registration Number:	5595774	
Registration Number:	6111989	PLAY DIRTY
Registration Number:	6124229	UNDEFEATED ACTION CAPABILITIES TRAINING
Registration Number:	6667420	UNDEFEATED
Registration Number:	6204689	
Registration Number:	6570392	
Registration Number:	6873288	
Registration Number:	6665552	UACTP
Registration Number:	6665559	UACTP
Serial Number:	97338914	UNDEFEATED FOUNDATION
Registration Number:	3065165	

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.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

TRADEMARK

REEL: 008271 FRAME: 0099

Address Line 4:	Washington, D.C. 20036
ATTORNEY DOCKET NUMBER:	2186162 TM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	11/28/2023
Total Attachments: 7 source=Undeafated - Trademark Security Agreement#page2.tif source=Undeafated - Trademark Security Agreement#page3.tif source=Undeafated - Trademark Security Agreement#page4.tif source=Undeafated - Trademark Security Agreement#page5.tif source=Undeafated - Trademark Security Agreement#page6.tif source=Undeafated - Trademark Security Agreement#page7.tif source=Undeafated - Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of November 27, 2023 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually, “**Grantor**”) in favor of KHR Servicing, LLC, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of July 17, 2023 (as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among UNDFTD Corp., a California corporation (the “**Borrower**”), Undefeated, Inc., a California corporation (“**Holdings**”), each of the Guarantors from time to time party thereto, the financial institutions from time to time party thereto, as Lenders, and the Administrative Agent, the Lenders have agreed to make Loans to the Borrower from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement, defined below), that certain Security and Pledge Agreement dated as of July 17, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a valid and continuing second priority security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor's Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not extend to (i) any intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral and (ii) any intellectual property registered in the People's Republic of China (including Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan province) or intellectual property licensed to Undefeated (Hong Kong) Company Limited and any other joint venture between the Holdings or any of its affiliates and Youngor Fashion (Shanghai) Technology Co., Ltd. or any of its affiliates.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by

reference herein as if fully set forth herein, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. If any Grantor shall file an application for the registration of any trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to the Administrative Agent within fifteen (15) Business Days after the last day of the fiscal quarter in which such filing occurs (in accordance with Section 4(k) of the Security Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Administrative Agent unilaterally (but the Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 hereto to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from the Administrative Agent's valid and continuing security interest in all Collateral (including, without limitation, the Trademark Collateral), whether or not listed on Schedule 1 hereto.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon each Grantor, its successors and assigns and shall insure, together with the rights and remedies of the Administrative Agent and the other Secured Parties hereunder, to the benefit of the Administrative Agent and the other Secured Parties and their successors and assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this

Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

10. MISCELLANEOUS. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), and 12.15 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

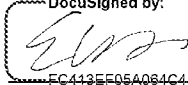
11. Financing Document. This Trademark Security Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signature pages follow]

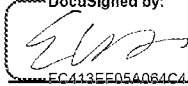
Each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

UNDFTD CORP.

DocuSigned by:

By: _____
Name: ERIC CHENG
Title: CEO

UNDEFEATED, INC.

DocuSigned by:

By: _____
Name: ERIC CHENG
Title: CEO

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications:

RECORD OWNER	TRADEMARK	APPLICATION NO.	REGISTRATION NO.
Undeclared, Inc.	UNDEFEATED	76366232	2754149
Undeclared, Inc.	UNDEFEATED	77132373	3406295
Undeclared, Inc.	(Design Only)	77132391	3623500
Undeclared, Inc.	UNDEFEATED	78559308	3218703
Undeclared, Inc.	UNDFTD	78559312	3178161
Undeclared, Inc.	(Design Only)	78559342	3412743
Undeclared, Inc.	UNDEFEATED	78861817	3367018
Undeclared, Inc.	(Design Only)	78861874	3420461
Undeclared, Inc.	UNDEFEATED	85740625	4338607
Undeclared, Inc.	UNDEFEATED	85740639	4338609
Undeclared, Inc.	UNDFTD	85637694	4389269
Undeclared, Inc.	UNDFTD	85637699	4385270
Undeclared, Inc.	BORN NOT MADE	85637738	4415630
Undeclared, Inc.	UNDEFEATED	85734607	4341959
Undeclared, Inc.	UNDEFEATED	85734613	4334680
Undeclared, Inc.	UNDEFEATED	85734618	4334681
Undeclared, Inc.	UNDEFEATED	85735363	4334708
Undeclared, Inc.	UNDEFEATED	85735403	4341978
Undeclared, Inc.	UNDEFEATED	85735441	4341979
Undeclared, Inc.	UNDEFEATED	85735482	4334716
Undeclared, Inc.	UNDEFEATED	85735499	4341980
Undeclared, Inc.	(Design Only)	85739610	4342127
Undeclared, Inc.	(Design Only)	85739615	4346211
Undeclared, Inc.	(Design Only)	85740611	4346246
Undeclared, Inc.	(Design Only)	85740619	4346247
Undeclared, Inc.	(Design Only)	85746087	4346430
Undeclared, Inc.	(Design Only)	85746101	4346431
Undeclared, Inc.	(Design Only)	85749689	4342624
Undeclared, Inc.	SPORT IS WAR	85826349	5209586
Undeclared, Inc.	(Design Only)	85949659	4465817
Undeclared, Inc.	UNDEFEATED	85949676	4470064
Undeclared, Inc.	UNDEFEATED	85950474	4465878
Undeclared, Inc.	UNDEFEATED	86313154	4965181
Undeclared, Inc.	UACTP	87422595	5377926
Undeclared, Inc.	UNDEFEATED ACTION CAPABILITIES TRAINING PROGRAM	87426264	5377932
Undeclared, Inc.	UNDEFEATED	87849548	6236123
Undeclared, Inc.	(Design Only)	87863446	5595774
Undeclared, Inc.	PLAY DIRTY	88705552	6111989

RECORD OWNER	TRADEMARK	APPLICATION NO.	REGISTRATION NO.
Undeclared, Inc.	UNDEFEATED ACTION CAPABILITIES TRAINING PROGRAM	88771338	6124229
Undeclared, Inc.	UNDEFEATED	88811574	6667420
Undeclared, Inc.	(Design Only)	88897047	6204689
Undeclared, Inc.	(Design Only)	90050788	6570392
Undeclared, Inc.	(Design Only)	90050795	6873288
Undeclared, Inc.	UACTP	90619091	6665552
Undeclared, Inc.	UACTP	90619122	6665559
Undeclared, Inc.	UNDEFEATED FOUNDATION	97338914	N/A
Undeclared, Inc.	(Design Only)	78445202	3065165