

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAM, LLC		12/07/2023	Limited Liability Company: CALIFORNIA
FAM Wildfox, LLC		12/07/2023	Limited Liability Company: CALIFORNIA
ROCK FIT LLC		12/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	970 W. 190th Street, Suite #222		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90502		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	98063012	INDIO COLLECTIVE	
Serial Number:	98015693	WHITNEY TRAIL	
Serial Number:	90902953	WILDFOX	
Serial Number:	97289989	PEACE & PEARLS	
Serial Number:	97267872	LUXTOUCH	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		

CH \$140.00 98063012

SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	12/08/2023
Total Attachments: 5 source=FAM - Confirmatory Grant of Security Interest in Trademarks (2023)#page1.tif source=FAM - Confirmatory Grant of Security Interest in Trademarks (2023)#page2.tif source=FAM - Confirmatory Grant of Security Interest in Trademarks (2023)#page3.tif source=FAM - Confirmatory Grant of Security Interest in Trademarks (2023)#page4.tif source=FAM - Confirmatory Grant of Security Interest in Trademarks (2023)#page5.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of December 7, 2023 by and from FAM, LLC (the "Borrower"), a California limited liability company, FAM Wildfox, LLC ("Wildfox"), a California limited liability company, and ROCK FIT LLC (together with the Borrower and Wildfox, the "Grantors"), a Delaware limited liability company, to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, the Borrower, the Lenders and the Grantee have entered into a Credit Agreement dated as of June 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations (as defined in the Security Agreement referenced below) pursuant to the Guaranty dated as of June 27, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower and certain Subsidiaries of the Borrower have entered into a Security Agreement with the Grantee dated as of June 27, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantors own the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security 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 Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to each of the Grantors all reasonably requested

instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantors each hereby grants to the Grantee a security interest in (1) all of such Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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 Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

IN WITNESS WHEREOF, the Grantors have executed this Confirmatory Grant effective as of the date first written above.

FAM, LLC

By: 

Name: Frank M. Zarabi

Title: Manager

FAM Wildfox, LLC

By: 

Name: Frank M. Zarabi

Title: Manager

ROCK FIT LLC

By: 

Name: Frank M. Zarabi

Title: Manager

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Goods and Services	Application Number	Registration Date	Owner Name
INDIO COLLECTIVE	25 INT. CL. 25 CLOTHING GOODS, NAMELY, SHIRTS, TOPS, SWEATERS, PANTS, BOTTOMS, SHORTS, DRESSES, SKIRTS, AND JACKETS; UNDERWEAR; UNDERGARMENTS; SWIMWEAR; OUTERWEAR, NAMELY,; FOOTWEAR; HEADWEAR	98063012 28-JUN-2023		ROCK FIT LLC
WHITNEY TRAIL	18, 25 INT. CL. 18 WAIST PACKS; SPORT BAGS; BACKPACKS; SHOULDER BAGS INT. CL. 25 CLOTHING GOODS, NAMELY, SHIRTS, TOPS, PANTS, BOTTOMS, DRESSES, AND SKIRTS; UNDERWEAR; UNDERGARMENTS; SWIMWEAR; OUTERWEAR, NAMELY, JACKETS, HATS, AND GLOVES; FOOTWEAR; HEADWEAR	98015693 26-MAY-2023		ROCK FIT LLC
WILDFOX	18 INT. CL. 18 PURSES; WALLETS; HANDBAGS; TOTE BAGS; TRAVEL BAGS; GYM BAGS; LEATHER AND IMITATION LEATHER BAGS; UMBRELLAS	90902953 25-AUG-2021		FAM WILDFOX, LLC
PEACE & PEARLS	25 INT. CL. 25 CLOTHING GOODS, NAMELY, SHIRTS, PANTS, JACKETS, BOTTOMS, JUMPERS IN THE NATURE OF DRESSES, OVERALL SLEEPWEAR, PAJAMAS, ONE-PIECE GARMENTS IN THE NATURE OF ROMPERS AND JUMPSUITS, SKIRTS, DRESSES, SWEATERS, AND TOPS; FOOTWEAR	97289989 01-MAR-2022	7040746 02-MAY-2023	FAM, LLC

LUXTOUCH	24 INT. CL. 24 COTTON, POLYESTER, NYLON AND SYNTHETIC FABRIC FOR USE AS A TEXTILE IN THE MANUFACTURE OF CLOTHING	97267872 15-FEB-2022		FAM, LLC
----------	--	-------------------------	--	----------