

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM864145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Black Tux, LLC (formerly The Black Tux, Inc.)		12/27/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC		
<b>Street Address:</b>	311 South Wacker Drive		
<b>Internal Address:</b>	Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4441598	THE BLK TUX	
<b>Serial Number:</b>	97931645	THE BLACK TUX	
<b>Serial Number:</b>	97931636	THE BLK TUX	
<b>Serial Number:</b>	98286584	MARKE	
<b>Serial Number:</b>	98286585		
<b>Serial Number:</b>	98286587	MARKE FINE JEWELRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212.318.6000		
<b>Email:</b>	yoosonlee@paulhastings.com		
<b>Correspondent Name:</b>	Yooson Sandy Lee		
<b>Address Line 1:</b>	Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Yooson Sandy Lee		
<b>SIGNATURE:</b>	/s/ Yooson Sandy Lee		

OP \$165.00 4441598

<b>DATE SIGNED:</b>	12/27/2023
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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (“Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of December 27, 2023, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, 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. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) all Trademarks, including, without limitation, all Trademarks referred to in Schedule 1 (the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (i) all trademarks, trade names, corporate names, Grantor’s 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 (other than any “intent-to-use” applications), 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, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1; (ii) the right to obtain all renewals thereof; (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (iv) the right to sue for past, present and future infringements and dilutions thereof; and (v) all of each Grantor’s rights corresponding thereto throughout the world.

This Agreement is a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within that state, without regard to conflict-of-laws principles.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**THE BLACK TUX, LLC,**  
**(formerly THE BLACK TUX, INC.)**  
a Delaware limited liability company,  
as a Grantor

By: Andrew Blackmon  
Name: Andrew Blackmon  
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

Acknowledged:

**MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC**, as Administrative Agent

By: Patrick Fagan  
Name: Patrick Fagan  
Title: Vice President


[Signature page to Trademark Security Agreement]

**TRADEMARK  
REEL: 008301 FRAME: 0869**



SCHEDULE 1

**TRADEMARK COLLATERAL**

Registrations:

Trademark	Serial Number	Application Date	Registration No. Registration Date	Owner
 The Black Tux Logo	85782874	11/19/2012	4441598 11/26/2013	The Black Tux, LLC, (formerly The Black Tux, Inc.)

Applications:

Trademark	Serial Number	Application Date	Owner
"THE BLACK TUX"	97931645	5/11/2023	The Black Tux, LLC, (formerly The Black Tux, Inc.)
"THE BLK TUX"	97931636	5/11/2023	The Black Tux, LLC, (formerly The Black Tux, Inc.)
"MARKE"	98286584	11/21/23	The Black Tux, LLC, (formerly The Black Tux, Inc.)
 Marke Logo	98286585	11/21/23	The Black Tux, LLC, (formerly The Black Tux, Inc.)
 Marke Fine Jewelry Logo	98286587	11/21/23	The Black Tux, LLC, (formerly The Black Tux, Inc.)