

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BC BRANDS, LLC		01/17/2024	Limited Liability Company: DELAWARE
BANDIER TEXAS LLC		01/17/2024	Limited Liability Company: DELAWARE
BANDIER FLATIRON LLC		01/17/2024	Limited Liability Company: NEW YORK
BANDIER WEST HOLLYWOOD LLC		01/17/2024	Limited Liability Company: DELAWARE
BANDIER MADISON LLC		01/17/2024	Limited Liability Company: NEW YORK
BC BRANDS SH, LLC		01/17/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RESTORE CAPITAL (BDR-D), LLC, as representative for the Purchasers and Holders		
Street Address:	5 Revere Drive, Suite 206		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5671282	ALL ACCESS	
Serial Number:	97327141	ALL ACCESS	
Registration Number:	5985284	ALL ACCESS	
Registration Number:	5649553	B NDIER	
Registration Number:	5649554	B NDIER	
Registration Number:	4945562	B NDIER	
Registration Number:	5293730	FASHION FITNESS MUSIC	
Registration Number:	6840090	LE ORE	
Serial Number:	97264127	CARBON38	
Registration Number:	6250790	CLOUD COMPRESSION	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	6494544	DIAMOND COMPRESSION
Registration Number:	5874640	TEAM38
Registration Number:	4764407	CARBON38
Registration Number:	4592570	CARBON38

CORRESPONDENCE DATA

Fax Number: 6175025002
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: 617-248-5000
Email: PatentDocket@choate.com
Correspondent Name: CHOATE HALL & STEWART LLP-PATENT DOCKET
Address Line 1: TWO INTERNATIONAL PLACE
Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Brian E. Reese, PhD, JD, MBA
SIGNATURE:	/Brian E. Reese/
DATE SIGNED:	01/19/2024

Total Attachments: 15
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 17, 2024, is made by BC BRANDS, LLC, a Delaware limited liability company (the “Issuer”), with an address of 38 East 29th Street, Floor 5, New York, NY 10016, and each of the Guarantors (as defined below) from time to time parties hereto (together with the Issuer being individually and collectively, the “Grantor”), in favor of each of the Purchasers and Holders of any Class R Convertible Notes (each a “Note”) issued from time to time pursuant to (and as such terms are defined in) that certain Class R Convertible Note Purchase Agreement dated as of December 26, 2023 (as the same may be supplemented, amended, restated, amended and restated or otherwise modified from time to time (including pursuant to that certain Joinder, Security Agreement and Amendment to the Note Documents of even date herewith, the “Note Purchase Agreement”) among Grantor, the Guarantors (as defined below) from time to time parties thereto and bound thereby and the Purchasers and Holders.

W I T N E S E T H:

WHEREAS, pursuant to the Note Purchase Agreement, the Issuer sold and may hereafter sell to the Purchasers and Holders Notes issued by the Issuer and guaranteed by each of BANDIER TEXAS LLC, a Delaware limited liability company (“Texas”), BANDIER FLATIRON LLC, a New York limited liability company (“Flatiron”), BANDIER WEST HOLLYWOOD LLC, a Delaware limited liability company (“West Hollywood”), BANDIER MADISON LLC, a New York limited liability company (“Madison”), and BC BRANDS SH, LLC, a Delaware limited liability company (“SH” together with Texas, Flatiron, West Hollywood and Madison and each other subsidiary of Issuer from time to time formed or acquired, each a “Guarantor” and collectively, the “Guarantors”);

WHEREAS, the Purchasers and Holders are willing to purchase the Notes upon the condition, among others, that Grantor shall have executed and delivered to ReStore Capital (BDR-D), LLC (as representative for all of the Purchasers and Holders) this Intellectual Property 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, 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 Note Purchase Agreement and the Notes (including the reference therein to, and inclusion thereby of, the UCC definitions).

When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Material Intellectual Property” has the meaning set forth in Section 4(a) hereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Subordination Agreement” means that certain Intercreditor and Subordination Agreement dated as of December 26, 2023, among the Holders and the Purchasers and Restore Capital (BDR), LLC (as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof).

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all obligations and liabilities now or hereafter existing and owing from time to time by Issuer and each other Grantor under and pursuant to the Note Purchase Agreement and the Notes (the “Obligations”), Issuer and each other Grantor hereby pledges and grants to the Purchasers and Holders a continuing first priority security interest (subject to Permitted Prior Liens and the Subordination Agreement) in all of Grantor’s

right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

a. all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

b. all of its Trademarks (*provided* that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office but only until such statement is filed), and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

c. all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

d. all reissues, continuations or extensions of the foregoing;

e. all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

f. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that on the date hereof, Grantor does not have any interest in, or title to, any registered Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of the Purchasers and Holders in all of Grantor’s Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Holders’ and Purchasers’ Lien on Grantor’s Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with each Holder and Purchaser that from and after the date of this Intellectual Property Security Agreement and until all Obligations (other than inchoate indemnity obligations) shall have been indefeasibly paid in full in cash and

all obligations of the Holders and Purchasers under each of the Note Purchase Agreement and the Notes shall have been terminated (the "Termination Date"):

a. Grantor shall notify each Holder and Purchaser promptly if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business, as determined by Grantor in the exercise of its commercial reasonable discretion (hereinafter, "Material Intellectual Property"), may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Material Intellectual Property, its right to register the same, or to keep and maintain the same.

b. Within thirty (30) days of filing an application for the registration of any Patent, Trademark or Copyright constituting Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, Grantor shall notify each Holder and Purchaser of such filing and, upon request of the Requisite Holders, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to the Requisite Holders) to evidence Holders' and Purchasers' Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby, in each case, constituting Intellectual Property Collateral.

c. Grantor shall take all actions necessary or reasonably requested by the Requisite Holders to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of all Material Intellectual Property, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

d. In the event that any Material Intellectual Property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify each of the Purchasers and Holders promptly after Grantor learns thereof. Grantor shall immediately take all actions as Grantor or the Requisite Holders shall deem appropriate under the circumstances to protect such Material Intellectual Property.

e. As among the Grantor, Issuer shall be the sole owner of all Intellectual Property used or owned by the Grantor. Other than the Issuer, no other Grantor now owns or licenses (other than from Issuer) or will own or license (other than from Issuer) any Intellectual Property.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Holders and Purchasers pursuant to the Note Purchase Agreement and Notes. Grantor hereby acknowledges and affirms that the rights and remedies of the Holders and Purchaser with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement and the Notes, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Note Purchase Agreement and the Notes.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon such termination and receipt of appropriate releases, the Purchasers and Holders shall execute, at the expense of Grantor, such releases and terminations in form suitable for filing with respect to the Liens granted hereunder.

9. SUBORDINATION AGREEMENT. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND (X) ALL OF THE PURCHASERS' AND HOLDERS' RIGHTS AND REMEDIES HEREUNDER, (Y) ALL OF GRANTOR'S OBLIGATIONS AND LIABILITIES HEREUNDER AND (Z) ALL LIENS GRANTED HEREUNDER ARE, IN EACH CASE, SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT.

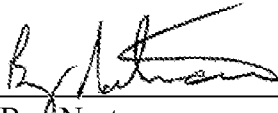
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BC BRANDS, LLC
BANDIER TEXAS LLC
BANDIER FLATIRON LLC
BANDIER WEST HOLLYWOOD LLC
BANDIER MADISON LLC
BC BRANDS SH, LLC, as Grantor

By: *Kate M. Nadolny*
Name: Kate M. Nadolny
Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

RESTORE CAPITAL (BDR-D), LLC,
as representative for the Purchasers and Holders

By: 
Name: Ben Nortman
Title: Chief Executive Officer

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Date</u>
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None.

3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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None.

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. COPYRIGHT REGISTRATIONS

<u>Copyright Title</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

2. COPYRIGHT APPLICATIONS

<u>Copyright Title</u>	<u>Application No.</u>	<u>Date</u>
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None.

3. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

YCST Draft 01/17/2024

Schedule II
Registered Copyrights, Patents and Trademarks

Country	Mark	App No.	Filing Date	Reg. No.	Reg. Date	Status	Owner
Canada	ALL ACCESS	2070186	12/10/2020			Pending	BC Brands, LLC
China	ALL ACCESS	52794353	01/07/2021			Pending	BC Brands, LLC
China	ALL ACCESS	60872362	11/25/2021			Pending	BC Brands, LLC
European Union	ALL ACCESS	018352848	12/10/2020			Pending	BC Brands, LLC
European Union	ALL ACCESS	018608340	11/25/2021	018608340	03/29/2022	Registered	BC Brands, LLC
Japan	ALL ACCESS	2020-160130	12/25/2020			Pending	BC Brands, LLC
United Kingdom	ALL ACCESS	3566580	12/10/2020	3566580	06/18/2021	Registered	BC Brands, LLC
United Kingdom	ALL ACCESS	3725312	11/24/2021			Published	BC Brands, LLC

United States	ALL ACCESS	87/684,197	11/14/2020	5,671,282	02/05/2019	Registered	BC Brands, LLC
United States	ALL ACCESS	97/327,141	03/23/2022			Pending	BC Brands, LLC
United States	ALL ACCESS	87/982,462	11/14/2017	5,985,284	02/11/2020	Registered	BC Brands, LLC
Canada	BANDIER	1853292	08/18/2017	1082774	10/01/2020	Registered	BC Brands, LLC
China	BANDIER	21096262	08/25/2016	21096262	01/07/2018	Registered	BC Brands, LLC
China	BANDIER	21096263	08/25/2016	21096263	01/07/2018	Registered	BC Brands, LLC
China	BANDIER	52794354	01/07/2021			Pending	BC Brands, LLC
China	BANDIER	58054166	07/28/2021			Pending	BC Brands, LLC
China	BANDIER	21096261	08/25/2016	21096261	05/14/2018	Registered	BC Brands, LLC
China	BANDIER	21096261A	08/13/2017	21096261A	09/28/2018	Registered	BC Brands, LLC
Hong Kong	BANDIER	305610096	04/29/2021	305610096	4/29/2021	Registered	BC Brands, LLC

Japan	BANDIER	2016-093079	08/25/2016	6085067	09/28/2018	Registered	BC Brands, LLC
United Kingdom	BANDIER	3677885	08/5/2021	3677885	12/3/2021	Registered	BC Brands, LLC
European Union	BANDIER Stylized	015720311	09/01/2016			Pending	BC Brands, LLC
United Kingdom	BANDIER Stylized	3677835	08/5/2021	3677835	12/3/2021	Registered	BC Brands, LLC
United States	BANDIER Stylized	867735,407	08/24/2015	5,649,553	01/08/2019	Registered	BC Brands, LLC
United States	BANDIER Stylized	867735,449	08/24/2015	5,649,554	01/08/2019	Registered	BC Brands, LLC
United States	BANDIER Stylized	867736,622	02/09/2016	4,945,562	04/26/2016	Registered	BC Brands, LLC
United States	FASHION FITNESS MUSIC	867736,678	03/01/2016	5,293,730	09/26/2017	Registered	BC Brands, LLC
United States	LE ORE	90/075,961	07/27/2020	6,840,090	07/27/2020	Registered	BC Brands, LLC
United States	CARBON38	97264127	02/11/2022			Pending	BC Brands, LLC
United States	CLOUD COMPRESSION	90018929	06/24/2020	6250790	01/19/2021	Registered	BC Brands, LLC

United States	DIAMOND COMPRESSION	90018995	06/24/2020	6494544	09/21/2021	Registered	BC Brands, LLC
United States	TEAM38	87151061	08/25/2016	5874640	10/01/2019	Registered	BC Brands, LLC
United States	CARBON38	86450840	11/11/2014	4764407	06/30/2015	Registered	BC Brands, LLC
United States	CARBON38	86169310	01/18/2014	4592570	08/26/2014	Registered	BC Brands, LLC
United Kingdom	CARBON38	UK00913915723	04/07/2015	UK00913915723	09/29/2015	Registered	BC Brands, LLC
European Union	CARBON38	013915723	04/07/2015	013915723	09/29/2015	Registered	BC Brands, LLC
United Arab Emirates	CARBON38	236884	08-JUL-2015	236884	07-DEC-2015	Registered	BC Brands, LLC
United Arab Emirates	CARBON38	236883	06/08/2015	236883	12/07/2015	Registered	BC Brands, LLC
Hong Kong	CARBON38	303364993	04/08/2015	303364993	11/17/2015	Registered	BC Brands, LLC
Singapore	CARBON38	40201613733V	08/23/2016	40201613733V	12/22/2016	Registered	BC Brands, LLC
Australia	CARBON38	1687330	04/15/2015	1687330	01/15/2016	Registered	BC Brands, LLC

Common Law Trademarks

BANDIER™

BANDIER™

ALL ACCESS™

FASHION FITNESS MUSIC™

TRADEMARK

REEL: 008321 FRAME: 0749

RECORDED: 01/19/2024