

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585566

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900547422

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FAM Wildfox, LLC		04/02/2020	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent
<b>Street Address:</b>	970 W. 190th Street
<b>Internal Address:</b>	Suite #222
<b>City:</b>	Torrance
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90502
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5130520	WILDFOX
Registration Number:	4093309	WILDFOX
Registration Number:	4238448	WILDFOX
Registration Number:	5008341	WILDFOX
Registration Number:	4154572	WILDFOX
Registration Number:	4080382	WILDFOX
Registration Number:	4740680	FOXERCISE
Registration Number:	4609550	CLUBFOX
Registration Number:	4505724	W WILDFOX SWIM.
Registration Number:	4315194	LITTLEFOX
Registration Number:	3854802	W
Serial Number:	88125495	

## CORRESPONDENCE DATA

Fax Number: 2149813400

*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:** 214-981-3483  
**Email:** dclark@sidley.com  
**Correspondent Name:** Dusan Clark, Esq.  
**Address Line 1:** Sidley Austin LLP  
**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 40106-31420

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 07/09/2020

**Total Attachments: 4**

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**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, the "Confirmatory Grant") is made effective as of April 2, 2020 by and from FAM Wildfox, LLC, a California limited liability company (the "Grantor"), 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, FAM, LLC (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 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 Grantor has entered into (x) that certain Security Agreement Supplement dated as of the date hereof, pursuant to which it has become party to the Security Agreement, and (y) that certain Supplement to Guaranty, dated as of the date hereof, pursuant to which it has become party to the Guaranty.

WHEREAS, the Grantor owns 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 the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the 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 the 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.

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

FAM Wildfox, LLC

By:  \_\_\_\_\_

Name: Frank Zarabi

Title: Chief Executive Officer

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

<b><u>Trademark</u></b>	<b><u>Serial/Reg. No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Owner Name</u></b>
WILDFOX	86981200 / 5130520	March 13, 2015	FAM Wildfox, LLC
WILDFOX	85280406 / 4093309	March 29, 2011	FAM Wildfox, LLC
WILDFOX	85280403 / 4238448	March 29, 2011	FAM Wildfox, LLC
WILDFOX	85759163 / 5008341	October 19, 2012	FAM Wildfox, LLC
WILDFOX	77967826 / 4154572	March 24, 2010	FAM Wildfox, LLC
WILDFOX	77542754 / 4080382	August 8, 2008	FAM Wildfox, LLC
(FOX DESIGN)	88125495	September 20, 2018	FAM Wildfox, LLC
FOXERCISE	86281591 / 4740680	May 14, 2014	FAM Wildfox, LLC
CLUBFOX	86201009 / 4609550	February 21, 2014	FAM Wildfox, LLC
W WILDFOX SWIM.	85369459 / 4505724	July 12, 2011	FAM Wildfox, LLC
LITTLEFOX	77829885 / 4315194	September 18, 2009	FAM Wildfox, LLC
W (LOGO)	77834586 / 3854802	September 24, 2009	FAM Wildfox, LLC