

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595370

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BROTHER RECORDS, INC.		08/31/2020	Corporation: CALIFORNIA
WILOJARSTON MUSIC, LTD.		08/31/2020	Corporation: CALIFORNIA
BROTHER PUBLISHING		08/31/2020	Partnership: CALIFORNIA

RECEIVING PARTY DATA

Name:	ICONIC BROTHERS, LLC
Street Address:	1100 Glendon Ave., 20th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2631628	THE BEACH BOYS
Registration Number:	1081112	THE BEACH BOYS
Registration Number:	5564768	THE BEACH BOYS
Registration Number:	5550399	THE BEACH BOYS
Registration Number:	5550402	THE BEACH BOYS
Registration Number:	1117574	
Registration Number:	6019044	

CORRESPONDENCE DATA

Fax Number: 2125215450

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: 212-521-5400

Email: NYCIPDocketing@ReedSmith.com

Correspondent Name: Meredith D. Pikser

Address Line 1: 599 Lexington Avenue, 22nd Floor

Address Line 2: Reed Smith, LLP

Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:	Meredith D. Pikser
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TRADEMARK

SIGNATURE:	/Meredith D. Pikser/
DATE SIGNED:	09/01/2020
Total Attachments: 18 source=Iconic -w- Beach Boys - Security Agreement (FE)#page1.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page2.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page3.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page4.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page5.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page6.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page7.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page8.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page9.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page10.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page11.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page12.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page13.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page14.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page15.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page16.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page17.tif source=Iconic -w- Beach Boys - Security Agreement (FE)#page18.tif	

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of August 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), made by BROTHER RECORDS, INC., a California corporation, WILOJARSTON MUSIC, LTD., a California corporation, and BROTHER PUBLISHING, a California general partnership on behalf of itself and at times doing business as Brother Publishing Company and Brother Publishing Co. (individually and collectively, “**Grantor**”), in favor of ICONIC BROTHERS LLC, a Delaware limited liability company (the “**Secured Party**”).

WHEREAS, on the date hereof, the Grantor, as seller, and the Secured Party, as purchaser, have entered in the Asset Purchase and Sale Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) pursuant to which the Secured Party will acquire from Grantor, *inter alia*, (i) an undivided 51% interest in all Assets and Quitclaim Assets (“**Purchased Interest**”), and (ii) all of the rights of administration and income collection rights in respect of Seller’s retained undivided forty-nine percent (49%) of all of Seller’s right, title, and interest in and to the Assets and Quitclaim Assets (such that from and after the date hereof, the Secured Party shall exclusively control the rights of administration and income collection rights in respect of both Seller’s Retained Interest and the Purchased Interest), upon the terms and subject to the conditions set forth therein;

WHEREAS, this Agreement is given by the Grantor in favor of the Secured Party to secure the payment and performance of all of the Secured Obligations; and

WHEREAS, it is a condition to the obligation of the Secured Party as purchaser under the Purchase Agreement to consummate the acquisition of the assets thereunder that grantor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions.

(a) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(b) Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Agreement, the following terms have the meanings set forth below:

(i) “**Ancillary Document**” has the meaning set forth in the Purchase Agreement.

(ii) “**Artist**” has the meaning set forth in the Purchase Agreement.

(iii) “**Assets**” has the meaning set forth in the Purchase Agreement.

(iv) “**Bankruptcy Default**” means the occurrence of any one or more of the following: Grantor files any petition under bankruptcy laws, has an involuntary petition filed against it under bankruptcy laws, becomes insolvent, is adjudicated bankrupt or insolvent, makes an assignment for the benefit of its creditors, or a receiver is appointed for its business.

- (v) “**Breach Default**” means the occurrence of any one or more of the following: any breach by Grantor of, or failure by Grantor to perform, any term or condition of Sections 9.2, 10.5, 11.1, 11.2 or 12.1 of the Purchase Agreement, that continues for a period of five (5) business days after receipt of written notice of such breach or failure.
- (vi) “**Copyrights**” has the meaning set forth in the Purchase Agreement.
- (vii) “**Event of Default**” means the occurrence of any Bankruptcy Default or Breach Default.
- (viii) “**Quitclaim Assets**” has the meaning set forth in the Purchase Agreement.
- (ix) “**Seller’s Retained Interest**” means all of the Grantor’s right, title, and interest in and to the Assets and Quitclaim Assets.
- (x) “**Seller’s Share of Monies**” has the meaning set forth in the Purchase Agreement.
- (xi) “**Subject Compositions**” has the meaning set forth in the Purchase Agreement.
- (xii) “**Subject Recordings**” has the meaning set forth in the Purchase Agreement.
- (xiii) “**Trademarks**” has the meaning set forth in the Purchase Agreement.
- (xiv) “**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of California or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

Section 2. Grant of Security Interest. The Grantor hereby pledges, hypothecates and grants to the Secured Party, and hereby creates a continuing first priority lien and security interest in favor of the Secured Party in and to all of Grantor’s right, title and interest in, to and under the Seller’s Retained Interest and the Seller’s Share of Monies, wherever located and whether now existing or hereafter from time to time arising or acquired, including without limitation all of the following (collectively, the “**Collateral**”):

(a) all personal property of every kind and nature including all accounts (including health-care-insurance receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including all payment intangibles and intellectual property), money, deposit accounts, and any other contract rights or rights to the payment of money, in each case, to the extent included in the Seller’s Retained Interest and the Seller’s Share of Monies;

(b) all Subject Compositions and the Copyrights therein and thereto, including, for the avoidance of doubt, those set forth on Schedule 1 hereto;

(c) all Subject Recordings and the Copyrights therein and thereto, including, for the avoidance of doubt, those set forth on Schedule 2 hereto;

(d) all Trademarks, including, without limitation, the marks “Beach Boys” and “The Beach Boys”, and the marks set forth on Schedule 3 hereto;

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

(f) all rights of any kind whatsoever of accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(g) all proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the foregoing.

Section 3. Secured Obligations The Collateral secures the due and prompt payment and performance of:

(a) the obligations of the Grantor from time to time arising under the Purchase Agreement, this Agreement or otherwise with respect to the due and prompt payment of, as applicable, (i) all monetary obligations, including fees, costs, attorneys' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities (including under Section 9.2 of the Purchase Agreement), whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantor under or in respect of the Purchase Agreement, this Agreement or the other Ancillary Documents; and

(b) all reasonable and documented costs and expenses (including attorneys' fees) incurred by the Secured Party enforcing its rights under this Agreement;

(c) all other covenants, duties, debts, obligations and liabilities of any kind of the Grantor under or in respect of the Purchase Agreement, this Agreement or any other Ancillary Document, in each case whether allowed in any bankruptcy, insolvency, receivership or other similar proceeding, whether arising from indemnification or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (all such obligations, covenants, duties, debts, liabilities, sums and expenses set forth in Section 3, collectively, the "**Secured Obligations**").

Section 4. Perfection of Security Interest and Further Assurances

(a) The Grantor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law. The Grantor agrees to provide all information required by the Secured Party pursuant to this Section promptly to the Secured Party upon request. The Grantor hereby further authorizes the Secured Party to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any state of the United States or in any other country) this Agreement and other documents (including a short-form confirmatory grant of security interest) for the purpose of perfecting, confirming, continuing, enforcing

or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law.

(b) The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral. All of the foregoing shall be at the sole cost and expense of the Grantor. Without limiting the generality of the foregoing, the Grantor expressly agrees that in the event any future Trademarks and Copyrights are created, issued, registered or applied for, the Grantors shall promptly take any action, including the execution and delivery of any documents, necessary or advisable to create and maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted hereby.

Section 5. Representations and Warranties. The Grantor represents and warrants as follows:

(a) The Grantor's (i) exact legal name is that indicated on the signature page to this Agreement, and (ii) organization is of the type, and is organized in the jurisdiction, indicated on the signature page to this Agreement.

(b) At the time the Collateral becomes subject to the lien and security interest created by this Agreement, the Grantor will be the sole, direct, legal and beneficial owner thereof, free and clear of any lien, security interest, encumbrance, claim, option or right of others except for the security interest created by this Agreement.

(c) The pledge of the Collateral pursuant to this Agreement creates a valid and perfected First Priority security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(d) It has full power, authority and legal right to grant the security interest in the Collateral pursuant to this Agreement.

(e) This Agreement has been duly authorized, executed and delivered by the Grantor and constitutes a legal, valid and binding obligation of the Grantor enforceable in accordance with its terms.

(f) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the grant by the Grantor of the security interest in the Collateral pursuant to this Agreement or for the execution and delivery of this Agreement by the Grantor or the performance by the Grantor of its obligations hereunder. The execution and delivery of this Agreement by the Grantor and the performance by the Grantor of its obligations hereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ, award or decree of any court, arbitrator or governmental authority, domestic or foreign, applicable to the Grantor or any of its property, or the organizational or governing documents of the Grantor or any agreement or instrument to which the Grantor is party or by which it or its property is bound.

Section 6. Covenants. The Grantor covenants as follows:

(a) The Grantor will not, without providing at least 30 days' prior written notice to the Secured Party, change its legal name, type of organization, or jurisdiction of organization. The Grantor will, prior to any change described in the preceding sentence, take all actions requested by the

Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

(b) The Grantor shall, at its own cost and expense, defend title to the Collateral and the first priority lien and security interest of the Secured Party therein against the claim of any person or entity claiming against or through the Grantor and shall maintain and preserve such perfected first priority security interest for so long as this Agreement shall remain in effect.

(c) The Grantor will not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit or suffer to exist any mortgage, pledge, hypothecation, lien, security interest, option, right of first offer, encumbrance or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein, in any case, except as expressly provided for in Section 10.5 of the Purchase Agreement.

(d) The Grantor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The Grantor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located.

(e) The Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement.

Section 7. Secured Party Appointed Attorney-in-Fact; Secured Party May Perform.

(a) The Grantor hereby appoints the Secured Party the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (but the Secured Party shall not be obligated to and shall have no liability to the Grantor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable. The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

(b) If the Grantor fails to perform any obligation contained in this Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor; provided that the Secured Party shall not be required to perform or discharge any obligation of the Grantor.

Section 8. Remedies Upon Default.

(a) Without limiting any of the Secured Party's rights or remedies under the Purchase Agreement, for the purposes of this Agreement, if any Breach Default shall have occurred and be continuing, the Secured Party's sole remedy shall be the right to apply or set off any cash held or received by the Secured Party from Seller's Share of Monies, in whole or in part, to the payment of the Secured Obligations, including, without limitation, expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable attorneys' fees in such order as the Secured Party shall elect.

(b) If any Bankruptcy Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Grantor, may assert all rights and remedies of a secured party under the UCC or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate or dispose of all or any portion of the Collateral.

(c) If any Bankruptcy Default shall have occurred and be continuing, any cash held or received by the Secured Party as Collateral and all cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may be applied in whole or in part by the Secured Party to the payment of the Secured Obligations, including, without limitation, expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Secured Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus. The Grantor shall remain liable for any deficiency if such cash and the cash proceeds of any sale or other realization of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by the Secured Party to collect such deficiency.

(d) If the Secured Party shall determine to exercise its rights to sell all or any of the Collateral pursuant to the foregoing Sub-Sections (b) and (c), the Grantor agrees that, upon request of the Secured Party, the Grantor will, at its own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

Section 9. No Waiver and Cumulative Remedies. The Secured Party shall not by any act (except by a written instrument pursuant to Section 10), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

Section 10. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Grantor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and the Grantor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

Section 11. Addresses For Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be given in the manner and become effective as specified in Section 13.8 of the Purchase Agreement, and addressed to the respective parties at their addresses as specified in Section 13.8 of the Purchase Agreement.

Section 12. Termination; Release. On the date on which all Secured Obligations have been paid and performed in full and the indemnification and any other contingent obligations under the Purchase Agreement have expired pursuant to the Purchase Agreement, the security interest in the Collateral created hereunder will automatically and without any act on the part of the Secured Party or any other person or entity terminate and be released and this Agreement shall terminate and be of no further force and effect. Following such termination and release, the Secured Party will, at the request and sole expense of the Grantor, (a) duly assign, transfer and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party and (b) execute and deliver to the Grantor any instruments reasonably requested by the Grantor for the purpose of giving effect to, acknowledging and confirming the satisfaction and termination of this Agreement and release and termination the security interests created hereunder. In addition, in the event of any sale of the Collateral expressly permitted under and consummated in accordance with the terms of Section 10.5 of the Purchase Agreement, the Secured Party agrees to (a) duly assign, transfer and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession

of the Secured Party and is subject of such permitted sale and (b) execute and deliver to the Grantor any instruments reasonably requested by the Grantor for the purpose of giving effect to, acknowledging and confirming the release and termination of the security interests created hereunder with respect to the Collateral subject of such permitted sale.

Section 13. Miscellaneous Terms and Governing Law. The terms of Articles 11 and 13 of the Purchase Agreement are hereby deemed incorporated herein by this reference and made a part of this Agreement, *mutatis mutandis*.

(SIGNATURE PAGES FOLLOW.)

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement as of the date first above written.

SECURED PARTY:

ICONIC BROTHERS LLC

DocuSigned by:
Elizabeth Collins
By: _____
DF2519082B0C4A2...
Name: Elizabeth Collins
Title: Co-President

GRANTOR:

BROTHER RECORDS, INC., a California corporation

By: 
Michael E. Love, Chief Financial Officer

By: _____
Alan C. Jardine, Secretary

WILOJARSTON MUSIC, LTD., a California corporation

By: _____
Jonah Wilson, Chief Financial Officer

By: _____
Brian D. Wilson, Secretary

BROTHER PUBLISHING, a California general partnership

By: _____
Brian D. Wilson, General Partner

By: 
Michael E. Love, General Partner

By: _____
Alan C. Jardine, General Partner

By: _____
Jonah Wilson, General Partner

By: _____
Justyn Wilson, General Partner

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ICONIC BROTHERS LLC

By: _____

Name:

Title:

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SECURED PARTY:

ICONIC BROTHERS LLC

By: _____

Name:

Title:

GRANTOR:

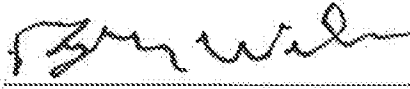
BROTHER RECORDS, INC., a California corporation

By: _____
Michael E. Love, Chief Financial Officer

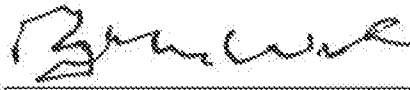
By: _____
Alan C. Jardine, Secretary

WILOJARSTON MUSIC, LTD., a California corporation

By: _____
Jonah Wilson, Chief Financial Officer

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Justyn Wilson, General Partner

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ICONIC BROTHERS LLC

By: _____

Name:

Title:

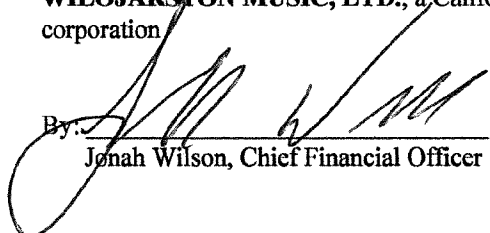
GRANTOR:

BROTHER RECORDS, INC., a California corporation

By: _____
Michael E. Love, Chief Financial Officer

By: _____
Alan C. Jardine, Secretary

WILOJARSTON MUSIC, LTD., a California corporation

By:  _____
Jonah Wilson, Chief Financial Officer

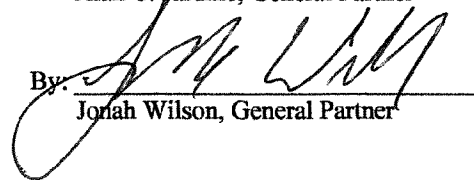
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Brian D. Wilson, Secretary

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By:  _____
Jonah Wilson, General Partner

By: _____
Justyn Wilson, General Partner



IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Security Agreement as of the date first above written.

SECURED PARTY:

ICONIC BROTHERS LLC

By: _____

Name:

Title:

GRANTOR:

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By: _____
Michael E. Love, Chief Financial Officer

By: _____
Alan C. Jardine, Secretary

WILOJARSTON MUSIC, LTD., a California corporation

By: _____
Jonah Wilson, Chief Financial Officer

By: _____
Brian D. Wilson, Secretary


BROTHER PUBLISHING, a California general partnership

By: _____
Brian D. Wilson, General Partner

By: _____
Michael E. Love, General Partner

By: _____
Alan C. Jardine, General Partner

By: _____
Jonah Wilson, General Partner

By: 
Justyn Wilson, General Partner



Signature page to Exhibit M: Security Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

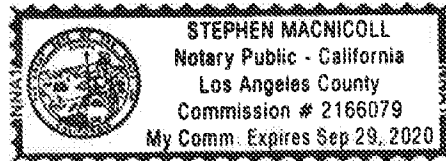
State of California
County of LOS ANGELES

On this 28 day of August, 2020, before me, Stephen Macnicoll, the undersigned Notary Public, personally appeared Brian Douglas Wilson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(~~ies~~), and that by his signature(~~s~~) on the instrument the person(~~s~~), or the entity(~~ies~~) upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Stephen Macnicoll (Seal)



Acknowledgment of Brian Douglas Wilson Signature with respect to Exhibit M: Security Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

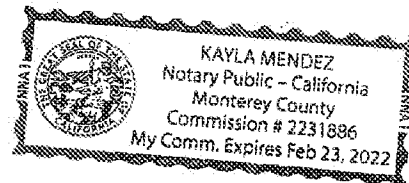
State of California
County of Monterey

On this 28th day of August, 2020, before me, Kayla Mendez, the undersigned Notary Public, personally appeared **Alan Charles Jardine**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Acknowledgment of Alan Charles Jardine Signature with respect to Exhibit M: Security Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

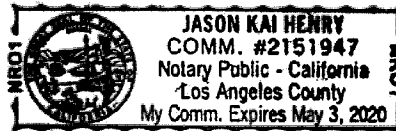
State of California
County of Los Angeles

On this 30th day of August, 2020, before me, Jason Kai Henry, the undersigned Notary Public, personally appeared **Jonah Wilson**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jason Kai Henry (Seal)



The notary commission extended pursuant to Executive Order N-63-20



Acknowledgment of Jonah Wilson Signature with respect to Exhibit M: Security Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

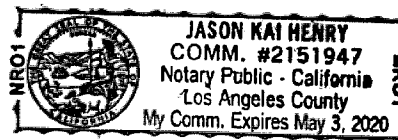
State of California
County of LOS Angeles

On this 30th day of August, 2020, before me, Jason Kai Henry, the undersigned Notary Public, personally appeared **Justyn Wilson**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jason Kai Henry* (Seal)



The notary commission extended pursuant to Executive Order N-63-20



Acknowledgment of Justyn Wilson Signature with respect to Exhibit M: Security Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEVADA
County of WASHOE

On this 28 day of AUGUST, 2020, before me, SUSAN ROSENSTEEL the undersigned Notary Public, personally appeared **Michael Edward Love**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]* (Seal)



Acknowledgment of Michael Edward Love Signature with respect to Exhibit M: Security Agreement

Schedule 3
to Security Agreement
Trademarks

	<u>Trademark</u>	<u>Description</u>	<u>Territory</u>	<u>Registration No.</u>	<u>Class</u>	<u>Registration Date</u>
1	The Beach Boys	The Beach Boys word mark	Australia	290930	9	30-Sep-1975
2	The Beach Boys	The Beach Boys word mark	Brazil	819823473	25	6-Jul-1997
3	The Beach Boys	The Beach Boys	Canada	TMA222168	9 and 41	29-Jul-1977
4	The Beach Boys	The Beach Boys word mark	European Union	146407	9, 25, and 41	28-May-1998
5	The Beach Boys	The Beach Boys word mark	Japan	1372503	9 and 15	18-Apr-1989
6	The Beach Boys	The Beach Boys word mark	Mexico	1908705	9	3-Aug-2018
7	The Beach Boys	The Beach Boys word mark	Mexico	Application No. 2030638	25	Pending. Application filed 4-Apr-2018
8	The Beach Boys	The Beach Boys word mark	Mexico	1895569	41	18-Jun-2018
9	The Beach Boys	The Beach Boys word mark	New Zealand	113353	9	3-Oct-1975
10	The Beach Boys	The Beach Boys word mark	South Africa	84/01774	25 and 41	5-Mar-1984
11	The Beach Boys	The Beach Boys word mark	Spain	2533790	9	5-Oct-1995
12	The Beach Boys	The Beach Boys word mark	Spain	2533790	41	11-Apr-1995
13	The Beach Boys	The Beach Boys word mark	Thailand	Kor59690	25	22-May-1996
14	The Beach Boys	The Beach Boys word mark	U.K.	1052801	9	29-Sep-1975
15	The Beach Boys	The Beach Boys word mark	U.K.	1275604	41	1-Oct-1993
16	The Beach Boys	The Beach Boys word mark	U.K.	2044030	25	12-Jun-1978
17	The Beach Boys	The Beach Boys word mark	U.S.	2631628	9	8-Oct-2002
18	The Beach Boys	The Beach Boys word mark	U.S.	1081112	25 and 41	3-Jan-1978
19		The Beach Boys stylized logo	U.S.	5564768	9	18-Sep-2018
20		The Beach Boys stylized logo	U.S.	5550399	25	28-Aug-2018
21		The Beach Boys stylized logo	U.S.	5550402	41	28-Aug-2018
22		Mounted Indian on a horse logo	U.S.	1117574	9	8-May-1979
23		Mounted Indian on a horse logo	U.S.	6019044	25	24-Mar-2020