

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728343

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900685434		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOOD AMERICAN, LLC		03/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. DEARBORN STREET		
Internal Address:	FLOOR L2N		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5212040	GA	
Registration Number:	6158352	GOOD AMERICAN	
Serial Number:	88348810	GOOD MAMA	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	2138910700		
Email:	pnulud@buchalter.com, mmandel@buchalter.com, shinojosa@buchalter.com		
Correspondent Name:	PHILIP NULUD/MONICA MANDEL/SIGI HINOJOSA		
Address Line 1:	BUCHALTER, APC		
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	J0272-0010		
NAME OF SUBMITTER:	V. MONICA MANDEL		
SIGNATURE:	/V. Monica Mandel/		

DATE SIGNED:	05/17/2022
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of March 30, 2022, by and between **Good American, LLC**, a Delaware limited liability company (the “Grantor”), and **JPMorgan Chase Bank, N.A.** (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, as borrower (“Borrower”), the other Loan Parties party thereto from time to time, and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Lender, that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Lender, with the United States Patent and Trademark Office.

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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and grants to the Lender, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (which, subject to Section 8.06(b) of the Credit Agreement, may include any Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g., via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **TERMINATION.** Upon the Payment in Full of the Secured Obligations, Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral under this Trademark Security Agreement.

8. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

9. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, WAIVER OF JURY TRIAL, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.09 AND 8.10 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.






GRANTOR:


GOOD AMERICAN, LLC,
a Delaware limited liability company

By: _____
Name: Nicolas Tesoriero
Title: Chief Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached

TRADEMARK	COUNTRY	CLASSES	REG DATE	REG NUMBER	FILING DATE	FILING NUMBER
	EUROPE	25	10/10/2016	15402035	5/4/2016	15402035
	GREAT BRITIAN	25	10/10/2016	UK15402035	5/4/2016	UK15402035
	EUROPE	3, 9, 14, 18, 35	10/10/2016	16347593	5/16/2017	16347593
	GREAT BRITIAN	3, 9, 14, 18, 35	10/10/2016	UK16347593	5/16/2017	UK16347593
	UNITED STATES	25	5/30/2017	5,212,040	5/4/2016	87/024,539
GOOD AMERICAN	CANADA	18, 25, 35	N/A	N/A	1/11/2019	1940251
GOOD AMERICAN	EUROPE	35	12/12/2017	14839451	11/25/2015	14839451
GOOD AMERICAN	GREAT BRITIAN	35	12/12/2017	UK14839451	11/25/2015	UK14839451
GOOD AMERICAN	HONG KONG	25	5/17/2016	303779533	5/18/2016	303779533
GOOD AMERICAN	UNITED STATES	25, 35	9/22/2020	6,158,352	11/30/2015	86/834,107
GOOD AMERICAN ALTA CALIFORNIA	EUROPE	25	11/18/2016	15598899	6/30/2016	15598899
GOOD AMERICAN ALTA CALIFORNIA	GREAT BRITIAN	25	11/18/2016	UK15598899	6/30/2016	UK15598899
GOOD MAMA	CANADA	25	N/A	N/A	3/20/2019	1985253
GOOD MAMA	CHINA	25	N/A	N/A	9/19/2019	41134771
GOOD MAMA	EUROPE	25	12/9/2019	18125631	3/20/2019	18125631
GOOD MAMA	GREAT BRITIAN	25	12/9/2019	UK18125631	3/20/2019	UK18125631
GOOD MAMA	UNITED STATES	25	N/A	N/A	3/20/2019	88/348,810
THE GOOD AMERICAN	EUROPE	18, 25, 35	4/27/2018	17507931	11/21/2017	17507931
THE GOOD AMERICAN	GREAT BRITIAN	18, 25, 35	4/27/2018	UK17507931	11/21/2017	UK17507931

Industrial Design Registrations	COUNTRY	REG DATE	REG NUMBER	FILING DATE	FILING NUMBER
	EUROPE	6/30/2016	003257526-0001	N/A	003257526-0001
<u>GOOD AMERICAN</u>	EUROPE	6/30/2016	003257526-0002	N/A	003257526-0002

Domain Names:

goodamerican.com

gastudio.co

gdac.co

good-american.co

good-american.co.uk

good-american.com

good-american.info

good-american.net

good-american.org

goodamerican.clothing

goodamerican.co

goodamerican.co.uk

goodamerican.company

goodamerican.fit

goodamerican.info

goodamerican.net

goodamerican.shop

goodamerican.tv

goodamerican.uk

goodamerican.us

goodamericancompany.com

goodamericanjeans.co.uk

goodamericanjeans.com

shopgoodamerican.co.uk

thegaproject.com

thegoodamerican.biz

thegoodamerican.co

thegoodamerican.co.uk

thegoodamerican.com

thegoodamerican.info

thegoodamerican.net