

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753492

<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>
UCG Canada Holdings Inc.		06/21/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BSM2 Investments LLC		
<b>Street Address:</b>	c/o Net Lease Capital Advisors LLC		
<b>Internal Address:</b>	10 Tara Boulevard, Suite 501		
<b>City:</b>	Nashua		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03602		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5211474	FRANK & OAK	
<b>Registration Number:</b>	6039515	FRANK & OAK	
<b>Registration Number:</b>	6098438	FRANK & OAK	
<b>Registration Number:</b>	4887720	OAK STREET	
<b>Registration Number:</b>	5964301	STATE CONCEPTS	
<b>Serial Number:</b>	88037299	STYLE PLAN	
<b>Registration Number:</b>	5010452	STYLESCAPE	
<b>Serial Number:</b>	97021335	FRANK AND OAK	
<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>	12128087800		
<b>Email:</b>	Trademarks@Kelleydrye.com		
<b>Correspondent Name:</b>	Kelley Drye & Warren LLP		
<b>Address Line 1:</b>	3 World Trade Center		
<b>Address Line 4:</b>	New York, NEW YORK 10007		
<b>NAME OF SUBMITTER:</b>	Patricia L. Werner		

OP \$215.00 5211474

<b>SIGNATURE:</b>	/patricialwerner/
<b>DATE SIGNED:</b>	09/06/2022
<b>Total Attachments: 10</b> source=UCG - IP Security Agreement (EXECUTED)#page1.tif source=UCG - IP Security Agreement (EXECUTED)#page2.tif source=UCG - IP Security Agreement (EXECUTED)#page3.tif source=UCG - IP Security Agreement (EXECUTED)#page4.tif source=UCG - IP Security Agreement (EXECUTED)#page5.tif source=UCG - IP Security Agreement (EXECUTED)#page6.tif source=UCG - IP Security Agreement (EXECUTED)#page7.tif source=UCG - IP Security Agreement (EXECUTED)#page8.tif source=UCG - IP Security Agreement (EXECUTED)#page9.tif source=UCG - IP Security Agreement (EXECUTED)#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, modified, supplemented, renewed, restated or replaced from time to time, this “**IP Security Agreement**”), dated June 21, 2022 is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BSM2 Investments LLC, a Delaware limited liability company, as Secured Party (the “**Secured Party**”). All capitalized terms not otherwise defined herein shall have the meanings respectively ascribed thereto in the Security Agreement (as defined below).

WHEREAS, Unified Commerce Group Ltd., a Cayman Islands limited liability company, has issued a Promissory Note dated as of June 21, 2022 (the “**Note**”) to the order of the Secured Party to evidence the Company’s obligation to repay a loan (the “**Loan**”) made by the Secured Party; and

WHEREAS, in connection with the making of the Loan and the acceptance by the Secured Party of the Note, the Secured Party has required each of the Grantors to execute and deliver Guaranty, Security and Pledge Agreement dated as of June 21, 2022 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Security Agreement**”; all terms used in this IP Security Agreement which are defined in the Security Agreement and which are not otherwise defined herein shall have the same meanings herein as set forth therein) providing for the guarantee of the Company’s obligations to the Secured Party and the grant to the Secured Party of a valid, enforceable, and perfected security interest in all personal property of each Grantor to secure all of the Company’s obligations under the Transaction Documents (as hereinafter defined) and the Guarantors’ (as hereinafter defined) obligations under this Agreement, as applicable; and

WHEREAS, under the terms of the Security Agreement, among other things, the Grantors have granted to the Secured Party a Lien on and security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities; and

WHEREAS, the Grantors have determined that the execution, delivery and performance of this IP Security Agreement directly benefits, and is in the best interest of, the Grantors.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Secured Party to make the Loan to the Company and accept the Note, each Grantor agrees with the Secured Party as follows:

SECTION 1. Grant of Security. As collateral security for the due and punctual payment and performance in full of the Obligations, as and when due, each Grantor hereby pledges and assigns to the Secured Party, its successors and assigns, and hereby grants to the Secured Party, its successors and assigns, a continuing Lien on and security interest in, all of such Grantor’s right, title and interest in, to and under the following (the “**Collateral**”):

- (i) the Patents and Patent applications set forth in Schedule A hereto;

(ii) the Trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all Proceeds, including without limitation Cash and Noncash Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a Lien on and security interest in, the Collateral by each Grantor under this IP Security Agreement constitutes continuing collateral security for the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Note and the Transaction Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one and the same Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the Lien and security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Jury Trial.

(i) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any provision or rule of law (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than the State of New York.

(ii) Each Grantor hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or under any of the other Transaction Documents or with any transaction contemplated hereby or thereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim, defense or objection that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under the Note and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude the Secured Party from bringing suit or taking other legal action against any Grantor in any other jurisdiction to collect on a Grantor's obligations or to enforce a judgment or other court ruling in favor of the Secured Party.

(iii) WAIVER OF JURY TRIAL, ETC. EACH GRANTOR IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR UNDER ANY OTHER TRANSACTION DOCUMENT OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

(iv) Each Grantor irrevocably and unconditionally waives any right it may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, indirect, incidental, punitive or consequential damages.

SECTION 7. Prior IP Security Agreement. This IP Security Agreement supersedes and replaces the Intellectual Property Security Agreement dated as of June 21, 2022 executed by the Grantors in favor of Bruce MacDonald, which Intellectual Property Agreement shall be deemed to be of no force or effect.

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**Schedule A**

**Patents**

N/A

**Schedule B**

**Trademarks**

<b>Grantor</b>	<b>Mark (Registered)</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Class</b>
UCG Canada Holdings Inc.	BALSEM BY FRANK & OAK	Canada	999935	28-Jun-2018	03
UCG Canada Holdings Inc.	FRANK & OAK	Australia	1562614	04-Oct-2013	18, 25, 35
UCG Canada Holdings Inc.	FRANK & OAK	Brazil	906371759	02-May-2018	25
UCG Canada Holdings Inc.	FRANK & OAK	Brazil	906663172	03-May-2016	35
UCG Canada Holdings Inc.	FRANK & OAK	Canada	903927	19-May-2015	25
UCG Canada Holdings Inc.	FRANK & OAK	Canada	1,059,579	18-Oct-2019	25
UCG Canada Holdings Inc.	FRANK & OAK	Canada	1,066,065	11-Dec-2019	03, 04, 07, 08, 09, 11, 14, 16, 18, 20, 21, 24, 26, 27, 28
UCG Canada Holdings Inc.	FRANK & OAK	China	12749695	28-Oct-2014	25
UCG Canada Holdings Inc.	FRANK & OAK	China	12749697	14-Dec-2014	35
UCG Canada Holdings Inc.	FRANK & OAK	China	12749698	14-Dec-2014	18
UCG Canada Holdings Inc.	FRANK & OAK	EU	011889904	04-Nov-2013	18, 25, 35
UCG Canada Holdings Inc.	FRANK & OAK	Hong Kong	303437992	11-Jun-2015	18, 25, 35
UCG Canada Holdings Inc.	FRANK & OAK	India	3022243	11-Apr-2018	18, 25, 35
UCG Canada Holdings Inc.	FRANK & OAK	Japan	5636504	13-Dec-2013	18, 25, 35
UCG Canada Holdings Inc.	FRANK & OAK	Korea	45-0062983	24-Feb-2016	18, 25, 35
UCG Canada Holdings Inc.	FRANK & OAK	Turkey	2013/52391	22-Jul-2015	18, 25, 35
UCG Canada Holdings Inc.	FRANK & OAK	UK	UK00911889904	04-Nov-2013	18, 25, 35
UCG Canada Holdings Inc.	FRANK & OAK	US	5,211,474	30-May-2017	9, 24, 25, 35
UCG Canada Holdings Inc.	FRANK & OAK	US	6,039,515	28-Apr-2020	25
UCG Canada Holdings Inc.	FRANK & OAK	US	6,098,438	14-Jul-2020	3, 9, 24, 28
UCG Canada Holdings Inc.	OAK STREET	Canada	914,003	15-Sep-2015	9, 16



Grantor	Mark (Registered)	Country	Registration Number	Registration Date	Class
UCG Canada Holdings Inc.	OAK STREET	US	4,887,720	19-Jan-2016	16
UCG Canada Holdings Inc.	STATE CONCEPTS	Canada	1,049,342	15-Aug-2019	09, 14, 18, 25, 35, 45
UCG Canada Holdings Inc.	STATE CONCEPTS	US	5,964,301	21-Jan-2020	18, 25, 35, 45
UCG Canada Holdings Inc.	STYLE PLAN	US	88/037,299	13-Jul-2018	35
UCG Canada Holdings Inc.	STYLESCAPE	Canada	927,801	01-Feb-2016	35, 45
UCG Canada Holdings Inc.	STYLESCAPE	US	5,010,452	02-Aug-2016	35, 45

Grantor	Mark (Application)	Country	Application Number	Application Date	Class
UCG Canada Holdings Inc.	CIRCULAR DENIM	Canada	1977897	29-Jul-2019	24, 25
UCG Canada Holdings Inc.	FRANK AND OAK	Canada	2115574	21-Jun- 2021	03, 04, 09,11, 18, 20, 21, 24, 25, 27, 35, 45
UCG Canada Holdings Inc.	FRANK AND OAK	China	31037408	01-Aug- 2021	35
UCG Canada Holdings Inc.	FRANK AND OAK	China	45618875	01-Aug- 2021	9
UCG Canada Holdings Inc.	FRANK AND OAK	China	45618876	01-Aug- 2021	25
UCG Canada Holdings Inc.	FRANK AND OAK	China	45618877	01-Aug- 2021	18
UCG Canada Holdings Inc.	FRANK AND OAK	China	51015712	01-Aug- 2021	12
UCG Canada Holdings Inc.	FRANK AND OAK	China	51017200	01-Aug- 2021	24
UCG Canada Holdings Inc.	FRANK AND OAK	China	51017240	01-Aug- 2021	43
UCG Canada Holdings Inc.	FRANK AND OAK	China	51020928	01-Aug- 2021	18
UCG Canada Holdings Inc.	FRANK AND OAK	China	51026998	01-Aug- 2021	21
UCG Canada Holdings Inc.	FRANK AND OAK	China	51035289	01-Aug- 2021	44
UCG Canada Holdings Inc.	FRANK AND OAK	China	51037054	01-Aug- 2021	20
UCG Canada Holdings Inc.	FRANK AND OAK	China	5104076	01-Aug- 2021	3
UCG Canada Holdings Inc.	FRANK AND OAK	US	97021335	21-Jun- 2021	03, 04, 09,11, 18, 20, 21, 24, 25, 27, 35, 45

<b>Grantor</b>	<b>Mark (Application)</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Class</b>
UCG Canada Holdings Inc.	CIRCULAR DENIM	Canada	1977897	29-Jul-2019	24, 25
UCG Canada Holdings Inc.	FRANK AND OAK	Canada	2115574	21-Jun- 2021	03, 04, 09,11, 18, 20, 21, 24, 25, 27, 35, 45
UCG Canada Holdings Inc.	FRANK AND OAK	China	31037408	01-Aug- 2021	35
UCG Canada Holdings Inc.	FRANK AND OAK	China	45618875	01-Aug- 2021	9
UCG Canada Holdings Inc.	FRANK AND OAK	China	45618876	01-Aug- 2021	25
UCG Canada Holdings Inc.	FRANK AND OAK	China	45618877	01-Aug- 2021	18
UCG Canada Holdings Inc.	FRANK AND OAK	China	51015712	01-Aug- 2021	12
UCG Canada Holdings Inc.	FRANK AND OAK	China	51017200	01-Aug- 2021	24
UCG Canada Holdings Inc.	FRANK AND OAK	China	51017240	01-Aug- 2021	43
UCG Canada Holdings Inc.	FRANK AND OAK	China	51020928	01-Aug- 2021	18
UCG Canada Holdings Inc.	FRANK AND OAK	China	51026998	01-Aug- 2021	21
UCG Canada Holdings Inc.	FRANK AND OAK	China	51035289	01-Aug- 2021	44
UCG Canada Holdings Inc.	FRANK AND OAK	China	51037054	01-Aug- 2021	20
UCG Canada Holdings Inc.	FRANK AND OAK	China	5104076	01-Aug- 2021	3
UCG Canada Holdings Inc.	FRANK AND OAK	US	97021335	21-Jun- 2021	03, 04, 09,11, 18, 20, 21, 24, 25, 27, 35, 45

<b>Grantor</b>	<b>Mark (Application)</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Class</b>
UCG Canada Holdings Inc.	CIRCULAR DENIM	Canada	1977897	29-Jul-2019	24, 25
UCG Canada Holdings Inc.	FRANK AND OAK	Canada	2115574	21-Jun- 2021	03, 04, 09,11, 18, 20, 21, 24, 25, 27, 35, 45
UCG Canada Holdings Inc.	FRANK AND OAK	China	31037408	01-Aug- 2021	35
UCG Canada Holdings Inc.	FRANK AND OAK	China	45618875	01-Aug- 2021	9
UCG Canada Holdings Inc.	FRANK AND OAK	China	45618876	01-Aug- 2021	25
UCG Canada Holdings Inc.	FRANK AND OAK	China	45618877	01-Aug- 2021	18
UCG Canada Holdings Inc.	FRANK AND OAK	China	51015712	01-Aug- 2021	12
UCG Canada Holdings Inc.	FRANK AND OAK	China	51017200	01-Aug- 2021	24
UCG Canada Holdings Inc.	FRANK AND OAK	China	51017240	01-Aug- 2021	43
UCG Canada Holdings Inc.	FRANK AND OAK	China	51020928	01-Aug- 2021	18
UCG Canada Holdings Inc.	FRANK AND OAK	China	51026998	01-Aug- 2021	21
UCG Canada Holdings Inc.	FRANK AND OAK	China	51035289	01-Aug- 2021	44
UCG Canada Holdings Inc.	FRANK AND OAK	China	51037054	01-Aug- 2021	20
UCG Canada Holdings Inc.	FRANK AND OAK	China	5104076	01-Aug- 2021	3
UCG Canada Holdings Inc.	FRANK AND OAK	US	97021335	21-Jun- 2021	03, 04, 09,11, 18, 20, 21, 24, 25, 27, 35, 45

**Schedule C**

**Copyrights**

N/A