

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM768451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
L2 Brands, LLC		11/16/2022	Limited Liability Company: DELAWARE
L & W Apparel, LLC		11/16/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BMO Harris Bank N.A., as administrative agent
<b>Street Address:</b>	320 S Canal Street, 14th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4887682	LEAGUE
Registration Number:	3071965	REDSHIRT
Registration Number:	4849279	91
Registration Number:	6267070	LEGACY
Registration Number:	4444200	LEGACY
Registration Number:	2633811	LEGACY ATHLETIC
Registration Number:	5234154	
Registration Number:	4352364	LIVE YOUR LEGACY

## CORRESPONDENCE DATA

Fax Number:

*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: 415-591-1000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

CH \$215.00 4887682

<b>NAME OF SUBMITTER:</b>	Becky Troutman (ker)
<b>SIGNATURE:</b>	/Becky Troutman/
<b>DATE SIGNED:</b>	11/17/2022
<b>Total Attachments: 5</b> source=L2 Brands - Trademark Security Agreement (Executed)_(17826757)_ (1)#page1.tif source=L2 Brands - Trademark Security Agreement (Executed)_(17826757)_ (1)#page2.tif source=L2 Brands - Trademark Security Agreement (Executed)_(17826757)_ (1)#page3.tif source=L2 Brands - Trademark Security Agreement (Executed)_(17826757)_ (1)#page4.tif source=L2 Brands - Trademark Security Agreement (Executed)_(17826757)_ (1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”), dated as of November 16, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of BMO HARRIS BANK N.A., as administrative agent (“*Agent*”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, (i) initially, L2 Finance Merger Sub, LLC, a Delaware limited liability company (the “*Initial Borrower*”), (ii) immediately upon consummation of the Borrowing Merger, L2 Brands Holdings, LLC, a Delaware limited liability company (the “*Company*”), (iii) upon consummation of the Transactions, L2 Intermediate, LLC (the “*Holdings*”), (iv) certain subsidiaries of Holdings from time to time party thereto, (v) Agent, (vi) each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of November 16, 2022 (the “*Closing Date*”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*IP Collateral*”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law), including all goodwill associated with any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan 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. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this 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 security interest hereunder to, and the rights and remedies of, Agent with respect to the IP 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. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

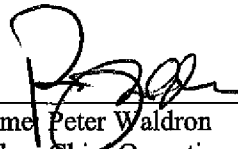
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

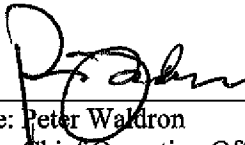
*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

L2 BRANDS, LLC,  
as Grantor

By:   
Name: Peter Waldron  
Title: Chief Operating Officer

L & W APPAREL, LLC,  
as Grantor

By:   
Name: Peter Waldron  
Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007897 FRAME: 0085**

BMO HARRIS BANK N.A.,  
as Agent



By: *Tara Cuprisin*

Name: Tara B. Cuprisin

Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<b>Trademark</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>Reg. No.</b>	<b>Owner of Record</b>	<b>Status</b>
LEAGUE	U.S.	86404321	4887682	L2 BRANDS, LLC	Registered
REDSHIRT	U.S.	78402635	3071965	L2 BRANDS, LLC	Registered
	U.S.	86405659	4849279	L2 BRANDS, LLC	Registered
LEGACY	U.S.	87941316	6267070	L&W Apparel, LLC	Registered
LEGACY	U.S.	85293388	4444200	L2 BRANDS, LLC	Registered
LEGACY ATHLETIC	U.S.	75745686	2633811	L2 BRANDS, LLC	Registered
	U.S.	87142799	5234154	L2 BRANDS, LLC	Registered
LIVE YOUR LEGACY	U.S.	85423907	4352364	L2 BRANDS, LLC	Registered