TRADEMARK ASSIGNMENT COVER SHEET

900795005

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM833729

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BBC International LLC		06/29/2023	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Simple Shoes LLC	
Street Address:	210 West 62nd Street	
City:	Newport Beach	
State/Country:	CALIFORNIA	
Postal Code:	92663	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	87288856	SIMPLE
Serial Number:	75438167	SIMPLE
Serial Number:	77487546	

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.

Email: MKahn@sheppardmullin.com

Correspondent Name: Michelle D. Kahn

Address Line 1: Four Embarcadero Center, 17th Floor Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	77WA-334044
NAME OF SUBMITTER:	Michelle D. Kahn
SIGNATURE:	/MDK/
DATE SIGNED:	08/22/2023

Total Attachments: 18

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> **TRADEMARK REEL: 008174 FRAME: 0905**



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SECURITY AGREEMENT

This Security Agreement ("Agreement") is entered into this 29th day of June, 2023, by and between BBC International LLC, a Florida limited liability company ("Debtor") and Simple Shoes LLC, a Delaware limited liability company ("Secured Party"). Debtor and Secured Party are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

This Agreement is entered into with reference to the following facts.

WHEREAS, the Secured Party sold certain assets to the Debtor including, but not limited to the Collateral (as defined hereinafter) set forth in Exhibit "A" pursuant to an Asset Purchase Agreement and Secured Promissory Note of even date with this Agreement whereby, among other things, the Debtor owes Secured Party the sum of two million dollars (\$2,000,000.00) pursuant to the Secured Promissory Note ("Note");

WHEREAS, the Parties desire to enter into this Agreement for purposes of securing the full and faithful performance of the Note and this Agreement and creating a security interest in the Collateral;

WHEREAS, the Secured Party would not have entered into the Note and Asset Purchase Agreement unless the Debtor agreed to this Agreement; and

WHEREAS, capitalized terms not defined in this Agreement shall have the meaning set forth in the Asset Purchase Agreement of even date herewith.

In consideration of the foregoing premises and the terms, conditions, representations and warranties contained herein, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. Security Interest.

In order to secure the full and faithful payment and performance of the Note and this Agreement, Debtor hereby grants to Secured Party a continuing security interest, general lien and conditional assignment in the now existing or hereinafter acquired right, title, and interest in the collateral identified in Exhibit "A" which is attached hereto and incorporated herein by this reference together with all goodwill related thereto and all proceeds of any sales, dispositions or use of all or any portion of such collateral (collectively "Collateral"), subject only to any lien granted to and obligations owed to the commercial lender providing inventory and/or accounts receivable financing to Debtor to secure the financing agreement between such commercial lender and Debtor. The Secured Party will agree to subordinate to Debtor's commercial lender and do any acts reasonably requested including the signature of a customary subordination agreement. Secured Party shall have all the rights of a secured party in the Collateral pursuant to the Florida Uniform Commercial Code and in addition shall have those rights provided for in this Agreement. Except as expressly provided for in this Agreement, Note, and Purchase Agreement, Secured Party shall have no duty or obligation to make or give any presentments, demands for performance, notices of nonperformance, notices of protest or notices of dishonor in connection with any of the Collateral. Nothing in this Agreement shall be deemed to modify the time for payment pursuant to the Note or Asset Purchase Agreement or operate as a waiver of the Secured Party's right to demand payment of the Note at any time.

2. <u>Term</u>.

The term of this Agreement ("Term") shall commence on the date first set forth above and shall continue until all payments and duties of Debtor have been fully satisfied and discharged under this Agreement and the Note.

3. Duties of Debtor.

Subject to the terms and conditions of this Agreement, the Note, and Asset Purchase Agreement, and so long as Debtor has duties and obligations to perform under same, the Debtor shall perform each of the following.

(a) Debtor shall perform timely perform all of its obligations under the Note, Asset Purchase Agreement, and this Agreement.

- (b) Not do any act which would prevent Debtor from continuing to operate in the ordinary course of business.
- (c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar and consistent security agreement filed with the United States Patent and Trademark Office or any other appropriate federal, state or government office.
- (d) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit "B" attached hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.
- (e) Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.
- (f) Retain full and adequate insurance on all goods and inventory which are part of the Collateral against loss, damage, destruction, or theft with such companies and under such policies and in such form as shall be reasonably satisfactory to the Secured Party.
- (g) Not sell, assign, convey, transfer, encumber, collateralize, pledge, hypothecate or grant a security interest in the Collateral with the exception that the goods and inventory which bear the Trademarks may be sold in the ordinary course of business. Debtor may license the Trademarks in the ordinary course of business on terms customary in the business for such licenses on the express condition that (i) each license agreement expressly provides for termination if there is a breach of the Note or this Agreement, (ii) the license agreement is in fact terminated by Debtor if there is a breach of the Note or

this Agreement upon notice and right to cure set forth herein and in the Note, and (iii) Debtor is responsible for cessation of all use of the Trademarks by the licensee if there is a breach of the Note or this Agreement.

- (h) Maintain the Collateral, and each part of the Collateral, in good order at Debtor's own cost and expense including, but not limited to, filing and paying all renewals, affidavits of continued use and all other matters required to maintain the validity of the registrations and applications for the Trademarks included in the Collateral.
- (i) Not use the Collateral, or any part of the Collateral, in an intentional manner resulting, or likely to result, in waste or unreasonable deterioration of the Collateral;
- (j) Not remove the Collateral from Palm Beach County, Florida except for sales of goods and inventory which bear the Trademarks in the ordinary course of business.
- (k) Give Secured Party the right to examine the Collateral at any reasonable time.

4. Remedies.

In the event of Debtor's breach or default of the Note or this Agreement or the representations and warranties contained herein, Secured Party shall give Debtor notice in the manner provided for in paragraph 7 hereinafter. In the event that a breach or default has occurred and not cured within five (5) business days of the date that Debtor is deemed to have received such notice as provided for in paragraph 7, Secured Party shall have the following rights and remedies in addition to all other rights and remedies that the Secured Party may have:

(a) Secured Party shall have the right to collect and take possession of all of the Collateral. Secured Party may (i) by written request require Debtor to reasonably assemble all of the Collateral and make it available to Secured Party at a mutually convenient place designated by Secured Party, (ii) by written request reasonably require Debtor sign all assignments and conveyances necessary to transfer title to the Collateral to Secured Party; (iii) after prior and proper notice of default without cure, enter upon the place where the Collateral is located and take possession of, collect, sell, and dispose of in a commercially reasonable manner the Collateral; (iv) sell, assign, and deliver at any place in a lawful manner all or any part of the Collateral and become a purchaser at any such sale; and (v)

give notice to any person of Secured Party's rights hereunder and enforce such rights;

- (b) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services as Secured Party may determine.
- (c) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as is appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.
- (d) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) business days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which are appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.
- (e) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(d) and Exhibit "B", one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.
- (f) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other reasonable expenses which may be incurred by Secured Party. Thereafter, Secured

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Party may apply any remaining proceeds to such the amounts due under the Note and this Agreement as Secured Party may in its good faith discretion determine. Debtor shall remain liable to Secured Party for any of the amounts owed remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate as set forth in the Note.

- (g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. The exercise by Secured Party of its rights under this Agreement against the Collateral shall not operate as a waiver to pursue Debtor for any outstanding balance under the Note or the Asset Purchase Agreement.
- (h) Any surplus achieved by the Secured Creditor in exercising any of the above Remedies, will belong to and shall be promptly delivered to the Debtor.

5. Representations and Warranties of the Debtor.

The Debtor represents and warrants to the Secured Party to induce the Secured Party to enter into this Agreement as follows.

- 4 Debtor is a limited liability company, validly existing and in good standing under the laws of the State of Florida.
- (b) Debtor has all requisite power and authority to own, lease and use its assets and to transact the business in which it is engaged.
- (c) Debtor has the power to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.
- (d) Debtor is not a party to, subject to or bound by any contract, law or order which would (i) be breached or violated or its obligations thereunder accelerated or increased (whether or not with notice or lapse of time, or both) by the execution or delivery by Debtor of this Agreement or the performance by Debtor of the transactions contemplated by this Agreement, or (ii) prevent the carrying out of the transactions contemplated hereby. Except as otherwise provided for herein, no waiver or consent of any third person or governmental authority is required for the execution of this

Agreement by Debtor or the consummation by Debtor of the transactions contemplated hereby.

5 This Agreement constitutes a legal, valid and binding obligation of Debtor, enforceable against it in accordance with its terms, except that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally, and (ii) general principles of equity. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized, approved and ratified by all necessary action on the part of Debtor. Debtor has full authority to enter into and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

6. Full Satisfaction.

Subject to the full satisfaction of all of the terms of this Agreement and the Note, the Secured Party agrees to do any and all such acts as may be reasonably necessary including the release its security interest in the Collateral.

7. Notices.

Any and all notices, demands or other communications required or desired to be given hereunder by any Party shall be in writing and shall be validly given or made to another Party (i) when delivered personally; (ii) seven (7) days after having been sent by registered or certified mail, postage prepaid, evidenced by post office receipt of said registration or certification; or (iii) one (1) day after deposit with a commercial overnight carrier with verification of receipt.

To "Debtor" BBC International LLC

1515 N. Federal Highway, Suite 206

Boca Raton, Florida 33432

With a courtesy copy sent by email to:

sarah@zampinolaw.com

To "Secured Party" Simple Shoes LLC

210 West 62nd Street

Newport Beach, CA 92663

A Party may change its address for purposes of receiving notices by giving notice of such change of address in the manner provided for above.

7. <u>Specific Performance</u>.

It is understood and agreed that any breach by a Party of any of its obligations or agreements under this Agreement would cause irreparable injury to the other Party and money damages would not be a sufficient remedy. In addition to any remedies available at law, a Party shall also be entitled to equitable relief, including, but not limited to, an injunction and specific performance in the event of any breach or threatened breach by the other Party of any of its obligations or agreements under this Agreement. Such remedies shall **not** be deemed to be the exclusive remedy for any such breach or threatened breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

8. <u>Survival of Representations and Warranties</u>.

The representations and warranties of each of the Parties hereto shall remain in full force and effect and shall survive the consummation of this Agreement.

9. Further Assurances.

Each of the Parties hereto agrees to execute and deliver any and all additional papers and documents, and to do any and all acts reasonably necessary in connection with the performance of its obligations hereunder to carry out the intent of the Parties hereto.

10. <u>Entire Agreement</u>.

This Agreement and the documents expressly incorporated herein including the Note and the Asset Purchase Agreement, shall constitute the entire Agreement between the Parties hereto with respect to the subject matter hereof, and shall supersede all prior and contemporaneous agreements, negotiations and representations of the Parties concerning the subject matter hereof and the terms applicable thereto.

11. Amendment.

This Agreement may not be supplemented, modified or amended in any manner, except by an instrument in writing stating that it is a supplement, modification or amendment of this Agreement and signed by each of the Parties hereto.

12. Waiver.

No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No failure or delay on the part of either Party hereto in insisting upon or enforcing or resorting to any of its powers, rights, remedies or options hereunder, and no partial or single exercise thereof, shall constitute a waiver of any such powers, rights, remedies or options unless such waiver be in writing, signed by the Party to be charged.

13. Successors and Assigns.

All terms and provisions contained herein shall inure to the benefit of and shall be binding on each of the Parties hereto and their respective directors, officers, shareholders, employees, agents, heirs, representatives, successors and assigns, and each of them. This Agreement may not be assigned or delegated without the express written consent of each of the Parties.

14. Litigation Costs.

If any legal action or other proceeding is brought to enforce this Agreement, or because of an alleged dispute, breach, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

15. Applicable Law and Jurisdiction.

- (a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without regard to conflicts of laws.
- (b) Each of the Parties irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by a Party hereto or its affiliates, successors or assigns may be

brought and determined in the State or Federal courts located in the State of Floirda, U.S.A. and each of the Parties hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its and/or his property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts. Each of the Parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that a Party is not personally subject to the jurisdiction of the above named court for any reason other than the failure to serve process in accordance with this Section; (ii) that its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through judgment or otherwise), and (iii) to the fullest extent permitted by applicable Law that (A) the suit, action or proceeding in any such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper, and (C) this Agreement, or the subject matter hereof, may not be enforced in or by such court. The Parties acknowledge that all directions issued by the forum court, including all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. Each Party waives any right to trial by jury with respect to any dispute.

16. <u>Severability</u>.

In the event that any provision hereof is deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force.

17. Form.

As used in this Agreement, the masculine, feminine and neuter gender, and the singular and plural number shall be deemed to include the other and others whenever the context so indicates. All captions used in this Agreement are for convenience only and shall not be construed in interpreting this Agreement.

18. Time Is Of The Essence.

Time is of the essence for this Agreement and all of the terms, provisions, covenants and conditions hereof.

19. Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

20. Remedies.

No remedy conferred by any specific provision of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now, or hereinafter existing at law, in equity, by statute or otherwise. The election of one or more remedies by a party shall not constitute a waiver of the right to pursue other available remedies.

21. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

22. JURY TRIAL WAIVER.

EACH OF THE PARTIES ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT), WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION, REGARDING THE PERFORMANCE, OR ENFORCEMENT OF, OR IN ANY WAY RELATING TO, THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first written above.

"Secured	Pa	rtv"
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Simple Shoes LLC

Ву:		
	Jeff Hurley, CEO	

"Debtor"

BBC International LLC

Ву:	Josue Solano
	Josue Solano, CEO

EXHIBIT "A"

Collateral

The Collateral shall include all of the Debtors right, title and interest in the following whether now owned or hereafter acquired:

- All goods now existing or created in the future which bear the Trademarks referenced below together with all readily identifiable and available proceeds, rights to payment and accounts receivable from the sale or license thereof and all goodwill associated therewith: and
- 2. (a) All of trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications set forth below, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and

other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks; and (g) any new applications, registrations or common law uses of any trademark, service mark, tradename or design which includes the word "Simple" (or any variation, derivative or combination thereof) and/or any the graphics or designs set forth below.

MARK	COUNTRY	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE
SIMPLE	Benelux	800319	07/13/19 93	535387	04/01/1 994
SIMPLE	Canada	1406208	08/05/20 08	TMA753856	11/24/2 009
SIMPLE	Canada	0728428	05/07/19 93	TMA446938	09/01/1 995
SIMPLE	Ireland		01/27/19 98	207351	01/27/1 998
SIMPLE	Italy	MI93C0051 82	07/14/19 93	30201390217 3395	04/12/1 996
SIMPLE	Japan	8136945	12/04/19 96	4691186	07/11/2 003
SIMPLE	Peru	107835	06/08/20 00	69957	03/06/2 001
SIMPLE	South Africa	9506463	05/22/19 95	9506463	04/12/1 999
SIMPLE	South Africa	9506462	05/22/19 95	9506462	04/12/1 999
SIMPLE	Spain	1773405	07/21/19 93	1773405	12/05/1 995
SIMPLE	Switzerland	905419938	07/14/19 93	2P415106	07/14/1 993
SIMPLE	Taiwan	82028918	06/17/19 92	636859	03/16/1 994

SIMPLE	USA	87288856	01/04/20 17	5612533	11/20/2 018
SIMPLE	USA	75438167	02/23/19 98	2344447	04/25/2 000
SIMPLE & Design	China	6884073	08/06/20 08	6884073	01/20/2 011
SIMPLE & Design	China	6884074	08/06/20 08	6884074	02/21/2 014
SIMPLE A NICE LITTLE SHOE COMPANY & Design	Australia	887349	04/21/20 06	887349	05/31/2 007
SIMPLE A NICE LITTLE SHOE COMPANY & Design	Brazil	828482500	05/31/20 06	828482500	06/03/2 008
Simple ************************************	Chile	708222	10/24/20 05	1209290	04/21/2 006



SIMPLE A NICE
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Simple License Plate Design	USA	77487546	05/30/20 08	3665696	08/11/2 009
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SIMPLE with Girl	S. Korea	2000002469	05/24/20	400495418	06/13/2
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