

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM870800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
We American Fashion Group, LLC		12/22/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	601 S. Figueroa, Suite 1400		
Internal Address:	Attn: Nick Susnjar		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	A Texas Banking Association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6936288	PERFECTWHITETEE	
Serial Number:	97166631	PERFECTWHITETEE	
Registration Number:	6532552	PERFECTWHITETEE	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	2489251921		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Jennifer M. Hetu		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	21566-1		
NAME OF SUBMITTER:	Jennifer M. Hetu		
SIGNATURE:	/jmh/		
DATE SIGNED:	01/24/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 22, 2023 by and between COMERICA BANK ("Bank") and WE AMERICAN FASHION GROUP, LLC, a California limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor, We American Fashion Group, LLC, a California limited liability company ("Perfect White") and Shalom B. LLC, a California limited liability company ("We American") in the amounts and manner set forth in that certain Credit Agreement by and among Bank, Grantor, Perfect White and We American dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used herein are used as defined in the Credit Agreement.

B. Pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement" and together with the Loan Agreement and the other Loan Documents described in the Loan Agreement, collectively, the "Loan Documents"; capitalized terms used herein are used as defined in the Security Agreement) by Grantor in favor of Bank, Grantor has granted to Bank, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Intellectual Property Collateral:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the Indebtedness, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

As used herein, the following terms shall be defined as set forth below:

"Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held.

"Intellectual Property Collateral" means all of Grantor's right, title, and interest in and to the following:

- (a) Copyrights, Trademarks and Patents;
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

"Patents" mean all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Trademarks" mean any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks.

3. Grantor represents, warrants, covenants and agrees as follows:
 - (a) Grantor is, as of the date of this Agreement, the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business and where Grantor is a licensee of any Intellectual Property Collateral;
 - (b) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which Grantor is party to or by which Grantor is bound;
 - (c) During the term of this Agreement, Grantor will not create, incur, assume or allow any lien with respect to any part of the Intellectual Property Collateral or transfer or otherwise encumber any interest in any part of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

- (d) To its knowledge, each of the issued and registered Copyrights, Trademarks, and Patents which have any material value is valid and enforceable, and no part of the Intellectual Property Collateral which has any material value has been judged invalid or unenforceable, in whole or in part, and no claim has been made in writing that any part of the Intellectual Property Collateral violates the rights of any third party;
- (e) Grantor shall (i) give Bank written notice ten (10) days prior to the filing of any applications or registrations of intellectual property rights with the United States Copyright Office and/or with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any, and shall execute such documents as Bank may reasonably request for Bank to maintain its perfection and first priority in such intellectual property rights registered or to be registered by Grantor; (ii) upon the reasonable request of Bank, either deliver to Bank or file such documents simultaneously with or after, as applicable, the filing of any such applications or registrations; and (iii) upon filing any such applications or registrations, promptly provide Bank with a copy of such applications or registrations together with any exhibits, evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights.
- (f) Grantor shall execute and deliver such additional instruments and documents from time to time as Bank shall reasonably request to perfect and maintain the perfection and priority of Bank's security interest in the Intellectual Property Collateral. Grantor shall promptly advise Bank of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;
- (g) Grantor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights material to Grantor's business (ii) detect infringements of the Trademarks, Patents and Copyrights material to Grantor's business and promptly advise Bank in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld;
- (h) This Agreement creates, and in the case of after acquired Intellectual Property Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (j) below;
- (i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies hereunder; and
- (j) Grantor is not a party to, or bound by, any arrangement that restricts the grant by Grantor of a security interest in the Intellectual Property Collateral. No representation, warranty or other statement made by Grantor in any certificate or written statement furnished to Bank taken together with all such certificates and written statements furnished to Bank contains

any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading.

Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable invoiced costs and reasonable expenses incurred in the reasonable exercise of its rights hereunder.

4. Further Assurances; Attorney in Fact:

- (a) On a continuing basis, as may be requested by Bank, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action, in each case, as may reasonably be requested by Bank, to perfect Bank's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a first priority security interest in all Intellectual Property Collateral.
- (b) Grantor hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Bank's discretion (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval or signature to such modification by amending Exhibit A, B and C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks, in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Intellectual Property Collateral into the name of Bank or a third party, at Bank's sole discretion.

5. Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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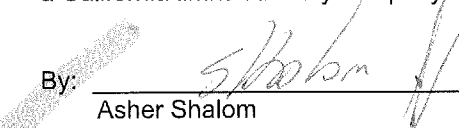
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

950 S. Boyle Ave.
Los Angeles, CA 90023

WE AMERICAN FASHION GROUP, LLC,
a California limited liability company

By: 
Asher Shalom
Its: Manager

BANK:

Address:

601 S. Figueroa, Suite 1400
Los Angeles, CA 90017
Attn: Nick Susnjar

COMERICA BANK

By: 
Its: 

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	App. No./Reg. No.	Filing Date	Registration Date
<u>PERFECTWHITETEE</u>	RN: 6936288 SN: 97146250	November 29, 2021	December 27, 2022
<u>PERFECTWHITETEE</u>	SN: 97166631	December 10, 2021	N/A
<u>PERFECTWHITETEE</u>	RN: 6532552 SN: 90328942	November 19, 2020	October 19, 2021