

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nowhere Partners, LLC		02/03/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N. Tryon St.		
Internal Address:	Mail Code NC1-001-05-13		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5644160	NOWHERE	
Registration Number:	3229842	EREWHON	
Serial Number:	88386852	EREWHON	
Serial Number:	88184898	NOWHERE	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0BN1-302997		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	02/12/2020		

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Total Attachments: 34

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SECURITY AGREEMENT

Dated as of February 3, 2020

1. THE SECURITY. Each of Nowhere Holdco, LLC, a Delaware limited liability company, Nowhere Partners, LLC, a California limited liability company, Nowhere Palisades, LLC, a California limited liability company, Nowhere Silver Lake, LLC, a California limited liability company, Nowhere Venice, LLC, a California limited liability company, Nowhere Santa Monica, LLC, a California limited liability company, Nowhere Calabasas, LLC, a California limited liability company, Nowhere Commissary, LLC, a California limited liability company, and each other grantor that becomes a party hereto pursuant to Section 13 hereof (each a "Pledgor" and collectively, the "Pledgors") hereby assigns and grants to Bank of America, N.A., its successors and assigns ("BANA"), and to Bank of America Corporation and its subsidiaries and affiliates (BANA and all such secured parties, collectively, the "Bank") a security interest in all right, title and interest of such Pledgor, whether now or hereafter acquired, in the following described property (the "Collateral"):

(a) all present and future accounts, accounts receivable, agreements, contracts, leases, contract rights, payment intangibles, rights to payment, instruments, documents, chattel paper (whether tangible or electronic), promissory notes, security agreements, guaranties, letters of credit, letter-of-credit rights, undertakings, surety bonds and insurance policies, and all forms of obligations owing to such Pledgor or in which such Pledgor may have any interest, however created or arising and whether or not earned by performance;

(b) all present and future general intangibles, all tax refunds of every kind and nature to which such Pledgor now or hereafter may become entitled, however arising, all other refunds, and all deposits, credits, reserves, loans, royalties, cost savings, deferred payments, goodwill, choses in action, liquidated damages, rights to indemnification, Trade Secrets, computer programs, software, computer printouts, tapes, disks and related data processing software and similar items, customer and supplier lists, blueprints, technical specifications, manuals and other documents, licenses, permits, copyrights, technology, processes, proprietary information, and insurance proceeds of which such Pledgor is a beneficiary;

(c) whether characterized as accounts, general intangibles or otherwise, all present and future rents (including, without limitation, prepaid rents, fixed, additional and contingent rents), issues, profits, receipts, earnings, revenue, income, security deposits, merchandise sales revenues, parking, maintenance, common area, tax, insurance, utility and service charges and contributions, membership charges, and restaurant and bar revenues;

(d) all present and future: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all prints and labels on which the same appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions,

and renewals thereof, including, without limitation, those registered and applied-for trademarks, terms, designs and applications described in Schedule 1 attached hereto and made a part hereof (the Collateral described in this clause (d)(i) is referred to herein as the "Trademarks"); and (ii) 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 (the Collateral described in the foregoing clauses (d)(i) and (d)(ii) is referred to herein as the "Trademark Collateral");

(e) all present and future: patents, letters patent, all inventions and improvements described and claimed therein, including, without limitation, the right to make, use and/or sell the inventions disclosed or claimed therein, in each case whether foreign or domestic, applications, registrations, and recordings relating to such patents in the USPTO or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those patents and applications, registrations and recordings described in Schedule 2 attached hereto and made a part hereof (the Collateral described in this clause (e) is referred to herein as the "Patents");

(f) (i) all present and future: copyrights, rights and interests in copyrights, works protectable by copyright, all copyright rights in any work subject to the copyright laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise, copyright registrations and copyright applications, including, without limitation, registrations, recordings, supplemental registrations and pending applications for registration, in each case whether foreign or domestic, and United States, state and international registrations of the foregoing, and all reissues, extensions and renewals of the foregoing, including, without limitation, those listed on Schedule 3 attached hereto (the Collateral described in this clause (f)(i) is referred to herein as the "Copyrights"), and (ii) the right to sue for past, present and future infringements of rights in Copyrights, all goodwill of such Pledgor related to Copyrights, and any and all proceeds of any of the foregoing Collateral described in this clause (f), including, but not limited to, any and all proceeds of licensing thereof (the Collateral described in the foregoing clauses (f)(i) and (f)(ii) is referred to herein as the "Copyright Collateral");

(g) all present and future Licenses (the Licenses, together with the Trademark Collateral, the Patents, the Copyright Collateral and the Trade Secrets, are collectively referred to herein as the "IP Collateral") and all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the IP Collateral;

(h) all present and future deposit accounts of such Pledgor, including, without limitation, any demand, time, savings, passbook or like account maintained by such Pledgor with any bank, savings and loan association, credit union or like organization and all deposit accounts listed on Schedule 4 attached hereto, and all money, cash and cash equivalents of such Pledgor, whether or not deposited in any such deposit account;

(i) all present and future books and records, including, without limitation, all books of account and ledgers of every kind and nature, all electronically recorded data, all proprietary technical and business information, all know-how, show-how or other data or information, all software and databases and all embodiments or fixations thereof and related documentation, all registrations and franchises, in each case relating to such Pledgor or the business of such Pledgor, all receptacles and containers for such records, and all files and correspondence (the "Books and Records");

(j) all present and future goods, including, without limitation, all consumer goods, farm products, inventory, equipment, catalogs, machinery, tools, molds, dies, furniture, furnishings, fixtures, trade fixtures, and all other goods used in connection with or in the conduct of such Pledgor's business

including but not limited to all goods as defined in Section 9102(a)(44) of the California Uniform Commercial Code;

(k) all present and future inventory and merchandise, including, without limitation, all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts or documents of title relating to any of the foregoing;

(l) all present and future stocks, investment property, bonds, debentures, securities (whether certificated or uncertificated), security entitlements, securities accounts, commodity contracts, commodity accounts, subscription rights, options, warrants, puts, calls, certificates, partnership interests, limited liability company membership interests or other equity interests, joint venture interests, certificates of deposit, investments and/or brokerage accounts and all rights, preferences, privileges, dividends, distributions, redemption payments, or liquidation payments with respect thereto, including, without limitation, the securities accounts listed on Schedule 4 hereto;

(m) all present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(n) (i) all of the Pledged Collateral, including but not limited to the Pledged Securities and the Pledged Debt listed on Schedule 5 hereto, and (ii) all Commercial Tort Claims, including but not limited to those listed on Schedule 6 hereto;

(o) all other present and future tangible and intangible personal property of such Pledgor;

(p) all present and future rights, remedies, powers and/or privileges of such Pledgor with respect to any of the foregoing, including the right to make claims thereunder or with respect thereto; and

(q) any and all proceeds and products of any of the foregoing, including, without limitation, all money, accounts, payment intangibles, general intangibles, deposit accounts, promissory notes, documents, instruments, certificates of deposit, chattel paper, investment property, letter-of-credit-rights, goods, insurance proceeds, claims by such Pledgor against third parties for past, present and future infringement of the IP Collateral or any license with respect thereto, and any other tangible or intangible property received upon the sale or disposition of any of the foregoing.

Notwithstanding anything to the contrary set forth in this Agreement or in any of the other Loan Documents, the term "Collateral" shall not include: (i) any fee-owned real property and any leasehold interests, (ii) equity interests in any Foreign Subsidiary (or any "controlled foreign corporation" as defined in the Internal Revenue Code), solely to the extent that such equity interests represent more than 65% of the total outstanding voting equity interests of such Person, and (iii) any 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, provided that upon submission and acceptance by the U.S. Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral (collectively, the "Excluded Assets").

As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Agreement" means this Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof.

"Banking Days" has the meaning set forth in the Loan Agreement.

"Certificates" means all certificates, instruments or other documents now or hereafter representing or evidencing any Pledged Securities.

"Commercial Tort Claims" means, with respect to each Pledgor, all commercial tort claims asserted by it, or on its behalf, in writing to which it has any right, title or interest and of which it is aware.

"Default" has the meaning set forth in the Loan Agreement.

"Equity Interest" means, with respect to any Person, all of the shares of capital stock or membership units of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock or membership units of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock or membership units of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares or membership units (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"Event of Default" has the meaning set forth in the Loan Agreement.

"Foreign Subsidiary" means any Subsidiary incorporated, organized or otherwise formed under the laws of a jurisdiction other than the United States of America, any state thereof or the District of Columbia.

"Guaranty" means each of (i) the Continuing and Unconditional Guaranty of even date herewith executed by the Pledgors (other than Nowhere Holdco, LLC) in favor of the Bank, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, and (ii) any other guaranty now or hereafter executed by any Guarantor (as defined in the Loan Agreement) in favor of the Bank.

"Hazardous Substances" has the meaning set forth in the Loan Agreement.

"Issuer" means any issuer of any Pledged Securities.

"License" means, with respect to each Pledgor, all of such Pledgor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, Trade Secrets, or Trademarks, and (b) all rights to sue for past, present, and future breaches thereof.

"Loan Agreement" means the Loan Agreement of even date herewith between Nowhere Holdco, LLC, a Delaware limited liability company, as borrower, and the Bank, and any extensions, modifications, renewals, restatements, supplements or amendments thereof.

"Loan Documents" has the meaning set forth in the Loan Agreement.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

"Pledged Collateral" means, with respect to each Pledgor, (a) the Pledged Securities and any Certificates representing or evidencing the same, (b) the Pledged Debt, (c) all proceeds and products of any of the foregoing, (d) any and all collections, dividends, distributions, cash, instruments, interest or premiums with respect to any of the foregoing and (e) any and all rights, titles, interests, privileges, benefits and preferences appertaining or incidental to any of the foregoing.

"Pledged Debt" means, with respect to each Pledgor, all debt owed or owing to such Pledgor and not held in a securities account or otherwise through a securities intermediary, including all such debt described on Schedule 5, all instruments, chattel paper or other documents, if any, representing or evidencing such debt, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such debt.

"Pledged Securities" means (a) any and all Equity Interests in the Subsidiaries of any Pledgor now or hereafter owned by any Pledgor, including any and all interest of any Pledgor in the entries on the books of any securities intermediary or financial intermediary pertaining thereto (the existing Subsidiaries of the Pledgors are listed on Schedule 5), (b) any and all Equity Interests now or hereafter issued in substitution, exchange or replacement therefor or with respect thereto, and (c) any and all warrants, options or other rights to subscribe to or acquire any additional Equity Interests in the Subsidiaries owned by any Pledgor.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares, membership interests or other equity interests which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person is at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person.

"Trade Secrets" means, with respect to each Pledgor, all trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of such Pledgor, whether or not such trade secret, other confidential or proprietary information or know-how has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such trade secret, other confidential or proprietary information or know-how, the right to sue for any past, present and future infringement of any trade secret, other confidential or proprietary information or know-how, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

2. THE INDEBTEDNESS. The obligations secured by this Agreement and the Collateral are the payment and performance of all present and future Indebtedness of the Pledgors to the Bank, including, without limitation, the payment and performance of all obligations of the Pledgors to the Bank under the Loan Agreement, the Guaranties and this Agreement. Each Pledgor obligated under any Indebtedness is referred to in this Agreement as a "Debtor." "Indebtedness" is used in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of each Debtor to Bank under the (i) Loan Documents, (ii) any swap, derivative, foreign exchange, hedge, or other arrangement ("Swap"), and (iii) any deposit, treasury management or other similar transaction or arrangement, now or hereafter existing, absolute or contingent, liquidated or unliquidated, determined or undetermined, voluntary or involuntary, and whether such Debtor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable. "Indebtedness" secured by the Collateral of such Pledgor shall not include obligations arising under any Swap to which it is not party if, and to the extent that, all or a portion of the guaranty by such Pledgor to the Bank of, or the grant by such Pledgor of a security interest to the Bank to secure, such Swap, would

violate the Commodity Exchange Act (7 U.S.C., Sec. 1. et. seq.) by virtue of such Pledgor's failure to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time such guaranty or grant of such security interest becomes effective with respect to such Swap.

Except as otherwise agreed in writing by the Bank and the Pledgors, if the Indebtedness includes, now or hereafter, any Special Flood Zone Loan, then the following shall apply: The Special Flood Zone Loan shall not be secured under this Agreement by any Collateral which would constitute "contents" located within the Flood Zone Improvements. For the purposes of this subparagraph, (a) "Flood Zone Improvements" means any "improved" real property that is located within a Special Flood Hazard Area; (b) a "Special Flood Zone Loan" means a loan or line of credit which is secured by Flood Zone Improvements; and (c) the terms "improved" real property, "Special Flood Hazard Area," and "contents" shall have the meaning ascribed to them by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 *et seq.*, and implementing regulations, 44 C.F.R. Parts 59 *et seq.*, and/or the Federal Emergency Management Agency ("FEMA").

3. PLEDGOR'S COVENANTS. Each Pledgor represents, covenants and warrants that unless compliance is waived by the Bank in writing:

(a) Such Pledgor agrees: (i) to indemnify the Bank against all losses, claims, demands, liabilities and expenses of every kind caused by any Collateral; (ii) to permit the Bank to exercise its rights under this Agreement; (iii) to execute and deliver such documents as the Bank deems necessary to create, perfect and continue the security interests contemplated by this Agreement; (iv) not to change its name, its chief executive office or the jurisdiction in which it is organized and/or registered or its business structure without giving the Bank at least 30 days prior written notice; (v) not to change the places where such Pledgor keeps any Collateral with a value in excess of \$100,000 in the aggregate (other than in connection with sales of inventory in the ordinary course of business, the temporary movement of Collateral as part of such Pledgor's supply chain, Collateral out for repair or refurbishment, dispositions of assets permitted under the Loan Agreement and the movement of Collateral from one disclosed location to another disclosed location), or the Pledgor's Books and Records concerning the Collateral without giving the Bank prior written notice of the address to which the Pledgor is moving same; and (vi) to cooperate with the Bank in perfecting all security interests granted by this Agreement and in using commercially reasonable efforts to obtain such agreements from third parties as the Bank deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights in the Collateral under this Agreement.

(b) Such Pledgor agrees with regard to the Collateral, unless the Bank agrees otherwise in writing: (i) that the Bank is authorized to file financing statements in the name of such Pledgor to perfect the Bank's security interest in the Collateral; (ii) upon the occurrence and during the continuance of an Event of Default, that the Bank is authorized to notify any account debtors, any buyers of the Collateral, or any other Persons of the Bank's interest in the Collateral; (iii) where applicable, to operate the Collateral in accordance with all applicable statutes, rules and regulations relating to the use and control of the Collateral, and not to use any Collateral for any unlawful purpose or in any way that would void any insurance required to be carried; (iv) not to remove the Collateral from such Pledgor's premises except in the ordinary course of such Pledgor's business or except as set forth in clause (a) above; (v) to pay when due all material license fees, registration fees and other charges in connection with any Collateral; (vi) not to permit any lien on the Collateral, including without limitation, liens arising from repairs to or storage of the Collateral, except for liens permitted under Section 7.9 of the Loan Agreement; (vii) not to sell, hypothecate or dispose of, nor permit the transfer by operation of law of, any

Collateral or any interest in the Collateral, except for sales and dispositions permitted under Section 7.10 of the Loan Agreement; (viii) upon the occurrence and during the continuance of an Event of Default, if requested by the Bank, to receive and use reasonable diligence to collect the Collateral consisting of accounts and other rights to payment and proceeds, in trust and as the property of the Bank, and to immediately endorse as appropriate and deliver such Collateral to the Bank daily in the exact form in which they are received together with a collection report in form satisfactory to the Bank; (ix) not to commingle the Collateral, or collections with respect to the Collateral, with other property; (x) to give only normal allowances and credits consistent with such Pledgor's past practices and to advise the Bank thereof immediately in writing if they affect any rights to payment or proceeds in any material respect; (xi) from time to time, when requested by the Bank, to prepare and deliver a schedule of all the Collateral subject to this Agreement and to assign in writing and deliver to the Bank all accounts, contracts, leases and other chattel paper, instruments, and documents, provided, however, that if no Default or Event of Default has occurred and is continuing, Bank shall only make such a request once per calendar year; and (xii) to provide any service and do any other acts which may be reasonably necessary to maintain, preserve and protect all the Collateral and, as appropriate and applicable, to keep all the Collateral in good and saleable condition, to deal with the Collateral in accordance with the standards and practices adhered to generally by users and manufacturers of like property, and to keep all the Collateral free and clear of all defenses, rights of offset and counterclaims.

(c) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading with a value, in an aggregate amount, in excess of \$250,000, such Pledgor shall immediately deliver such document to the Bank, together with any necessary endorsements.

(d) Such Pledgor will maintain and keep in force all risk insurance covering the Collateral as required under Section 7.17 of the Loan Agreement.

(e) Such Pledgor will not attach any Collateral to any real property or fixture in a manner which might cause such Collateral to become a part thereof unless such Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other Person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other Person.

(f) Such Pledgor has the right and power to pledge the Collateral and grant a security interest in the Collateral to Bank without the consent, approval or authorization of, or notice to, any Person (other than such consents, approvals, authorization or notices which have been obtained or given prior to the date hereof) and such pledge and security interest constitutes the valid, binding and enforceable obligation of such Pledgor, enforceable against such Pledgor in accordance with the terms hereof.

(g) All Equity Interests that constitute a portion of the Pledged Collateral are duly authorized, validly issued in accordance with all applicable laws, fully paid and non-assessable, and represent one hundred percent (100%) of the Equity Interests owned by such Pledgor in the applicable Subsidiary.

(h) On or before the date of this Agreement, such Pledgor shall cause to be pledged and delivered to Bank any existing instrument or other document evidencing or

constituting Pledged Collateral. All of the Pledged Collateral existing on the date of this Agreement is listed on Schedule 5 hereto. Following the date of this Agreement, such Pledgor will promptly notify Bank of the creation of any instrument or other document evidencing or constituting Pledged Collateral, and such Pledgor will deliver such Pledged Collateral (including, without limitation, any instruments or other documents evidencing or constituting the same) to Bank within 10 Banking Days of such Pledgor's receipt of such instrument or other document evidencing or constituting Pledged Collateral. All Pledged Collateral (including, without limitation, any instruments or other documents evidencing or constituting the same) at any time delivered to Bank shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Bank.

(i) As of the date hereof, such Pledgor has no Trademarks registered, or subject to pending applications, in the USPTO, any similar office or agency in the United States of America or in any foreign jurisdiction, other than those described in Schedule 1 attached hereto.

(j) As of the date hereof, such Pledgor has no Patents registered, or subject to pending applications, in the USPTO, or any similar office or agency in the United States of America or in any foreign jurisdiction, other than those described in Schedule 2 attached hereto.

(k) As of the date hereof, such Pledgor does not have any Copyrights registered, or subject to pending applications, with the United States Copyright Office ("USCO"), or any similar office or agency in the United States of America, any foreign jurisdiction, or elsewhere other than those described in Schedule 3 attached hereto.

(l) Such Pledgor authorizes Bank to modify this Agreement by amending the Schedules hereto to include any new IP Collateral, renewal thereof or any IP Collateral applied for and obtained hereafter; and such Pledgor shall, upon request of Bank, from time to time execute and deliver to Bank any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Bank to evidence Bank's security interest in all such IP Collateral.

(m) There are no actions, suits, proceedings or investigations pending or threatened in writing against such Pledgor before any governmental authority which could reasonably be expected to cause any portion of the IP Collateral to be adjudged invalid or unenforceable, in whole or in part, as of the date hereof, and such Pledgor has received no written notice of any of the foregoing.

(n) Such Pledgor shall not file any application for the registration of a Patent, Trademark or Copyright with the USPTO, USCO or any similar office or agency in the United States of America, any State therein or any foreign jurisdiction, unless such Pledgor promptly thereafter notifies Bank of such action.

(o) Such Pledgor has not abandoned any Patent, Trademark or Copyright that is material to the use and operation of the Collateral or any Pledgor, and such Pledgor will not do any act, or omit to do any act, whereby any Patent, Trademark or Copyright that is material to the use and operation of the Collateral or any Pledgor may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

(p) Such Pledgor shall promptly notify Bank if it knows or has reason to know of any reason why any applicable registration or recording of any Patent, Trademark or Copyright of any material value may become abandoned, canceled, invalidated, or unenforceable.

(q) Such Pledgor will render any assistance, as Bank may determine is reasonably necessary, to Bank in any proceeding before the USPTO, the USCO, any federal or state court, or any similar office or agency in the United States of America, any State therein or in any foreign jurisdiction, to maintain any Patent, Trademark or Copyright and to protect Bank's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(r) Such Pledgor assumes all responsibility and liability arising from the use of the IP Collateral, and such Pledgor hereby indemnifies and holds Bank harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and costs) arising out of any alleged defect in any product manufactured, promoted, or sold by such Pledgor (or any affiliate or Subsidiary of such Pledgor) or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by such Pledgor or any affiliate or Subsidiary of such Pledgor.

(s) As of the date hereof, such Pledgor has no Commercial Tort Claims other than those described in Schedule 6 attached hereto, and such Pledgor hereby covenants and agrees that it shall provide Bank with prompt written notice of each Commercial Tort Claim, and any judgment, settlement or other disposition thereof and will take such action as Bank may request to grant and perfect a security interest therein in favor of Bank.

(t) As of the date hereof, Schedule 7 attached hereto sets forth each of the Licenses owned or held by or on behalf of such Pledgor, and all other intellectual property of such Pledgor other than the intellectual property otherwise set forth in the other Schedules hereto.

(u) As of the date hereof, Schedule 8 attached hereto sets forth each letter of credit giving rise to a letter of credit right included in the Collateral owned or held by or on behalf of such Pledgor.

(v) As of the date hereof, Schedule 4 attached hereto sets forth each deposit account and each securities account owned or held by or on behalf of such Pledgor.

4. **BANK RIGHTS.** Each Pledgor appoints the Bank its attorney in fact to perform any of the following rights, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by the Bank's officers and employees, or any of them, whether or not an Event of Default has occurred: (a) to perform any obligation of such Pledgor hereunder in such Pledgor's name or otherwise; (b) to release or substitute security; (c) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment, applications for registration or like documents to perfect, preserve or release the Bank's interest in the Collateral; (d) to verify facts concerning the Collateral by inquiry of obligors thereon, or otherwise, in its own name or a fictitious name; (e) subject to Section 7.20 of the Loan Agreement, to enter onto such Pledgor's premises in inspecting the Collateral; (f) to preserve or release the interest evidenced by chattel paper to which the Bank is entitled and to endorse and deliver any evidence of title; and (g) to do all acts and things and execute all documents in the name of such Pledgor or otherwise deemed by the Bank as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its foregoing rights.

Without limiting the foregoing, each Pledgor appoints the Bank its attorney in fact to perform any of the following rights, which are coupled with an interest, are irrevocable until termination of this Agreement and may be exercised from time to time by the Bank's officers and employees, or any of them, upon the occurrence and during the continuance of an Event of Default: (i) to release persons liable on the Collateral and to give receipts and acquittances and compromise disputes; (ii) to take cash, instruments for the payment of money and other property to which the Bank is entitled; (iii) to endorse, collect, deliver and receive payment under instruments for the payment of money constituting or relating to the Collateral; (iv) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by the Bank, at the Bank's sole option, toward repayment of the Indebtedness or, where appropriate, replacement of the Collateral; (v) to make withdrawals from and to close deposit accounts or other accounts with any financial institution, wherever located, into which proceeds may have been deposited, and to apply funds so withdrawn to payment of the Indebtedness; and (vi) to do all acts and things and execute all documents in the name of such Pledgor or otherwise deemed by the Bank as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its foregoing rights.

5. [Intentionally Omitted].

6. BANK'S REMEDIES AFTER DEFAULT. Upon the occurrence and during the continuance of any Event of Default, the Bank may do any one or more of the following, to the extent permitted by law:

- (a) Declare any Indebtedness immediately due and payable, without notice or demand.
- (b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.
- (c) Enforce the security interest of the Bank in any deposit account of any Pledgor by applying such account to the Indebtedness.
- (d) Require the Pledgors to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory.
- (e) Require the Pledgors to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.
- (f) Require the Pledgors to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.
- (g) Give notice to others of the Bank's rights in the Collateral, to enforce or forebear from enforcing the same and make extension and modification agreements.
- (h) Require the Pledgors to assemble the Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.

(i) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral.

(j) Demand and collect any payments on and proceeds of the Collateral. In connection therewith, each Pledgor irrevocably authorizes the Bank to endorse or sign such Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to such Pledgor and remove therefrom any payments and proceeds of the Collateral.

(k) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to any Pledgor.

(l) Use or transfer any Pledgor's rights and interests in any IP Collateral, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. Each Pledgor agrees that any such use or transfer shall be without any additional consideration to any Pledgor.

(m) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral. Each Pledgor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(n) Take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and each Pledgor hereby irrevocably constitutes and appoints the Bank as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith.

(o) Without notice or demand to any Pledgor, set off and apply against any and all of the Indebtedness any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of any Pledgor or any guarantor or endorser of any Pledgor's Indebtedness.

(p) Exercise all rights, powers and remedies which any Pledgor would have, but for this Agreement, with respect to all Collateral.

(q) Receive, open and read mail addressed to any Pledgor.

(r) Resort to the Collateral under this Agreement, and any other collateral related to the Indebtedness, in any order.

(s) With respect to any Collateral, including the Pledged Collateral, consisting of securities, membership units, partnership interests, joint venture interests, investments, Equity Interests or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable laws, Bank may, in its sole and

absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as Bank may deem necessary or advisable in order that the sale may be lawfully conducted. Without limiting the foregoing, Bank may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, Pledgors agree that if such Collateral is sold for a price which Bank in good faith believes to be reasonable under the circumstances then existing, then (A) the sale shall be deemed to be commercially reasonable in all respects, (B) Pledgors shall not be entitled to a credit against the Indebtedness in an amount in excess of the purchase price, and (C) Bank shall not incur any liability or responsibility to Pledgors in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. Pledgors recognize that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by Bank of any such Collateral for an amount substantially less than a pro rata share of the fair market value of the issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

(t) Upon consummation of any sale of Collateral hereunder, Bank shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of any Pledgor or any other Person, and each Pledgor hereby waives (to the extent permitted by applicable laws) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, Bank shall not be required to apply any portion of the sale price to the Indebtedness until such amount actually is received by Bank, and any Collateral so sold may be retained by Bank until the sale price is paid in full by the purchaser or purchasers thereof. Bank shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

(u) Exercise any other remedies available to the Bank at law or in equity.

7. VOTING RIGHTS; DIVIDENDS; ETC. With respect to any Collateral consisting of securities, membership units, partnership interests, joint venture interests, investments, Equity Interests or the like, including any Pledged Collateral (referred to collectively and individually in this Section 7 and in Section 8 as the "Investment Collateral"), so long as no Event of Default has occurred and remains continuing:

(a) Pledgors shall be entitled to exercise any and all voting and other consensual rights pertaining to the Investment Collateral, or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Loan Agreement, or the other Loan Documents; provided, however, that Pledgors shall not exercise, or shall refrain from exercising, any such right if it would result in a Default or Event of Default.

(b) Except as otherwise provided in this Agreement, the Loan Agreement or the other Loan Documents, Pledgors shall be entitled to receive and to retain and use any and all interest and distributions paid in respect of the Investment Collateral (to the extent the payment of such interest or distribution is not prohibited by this Agreement, the Loan Agreement or the other Loan Documents);

provided, however, that, any and all such interest and distributions received in the form of capital stock or other Equity Interests, certificated securities, warrants, options or rights to acquire any Equity Interests forthwith shall be, and the certificates representing such Equity Interests, if any, forthwith shall be delivered to Bank to hold as Pledged Collateral and shall, if received by any Pledgor, be received in trust for the benefit of Bank, be segregated from the other property of such Pledgor, and forthwith be delivered to Bank as Pledged Collateral in the same form as so received (with any necessary endorsements in suitable form for transfer by delivery or accompanied by executed and undated instruments of transfer or assignment in blank, all in form and substance satisfactory to Bank).

8. **VOTING AND DISTRIBUTION RIGHTS DURING DEFAULT.** With respect to any Investment Collateral, at any time an Event of Default has occurred and is continuing:

(a) At the option of Bank, all rights of Pledgors to exercise the voting and other consensual rights which they would otherwise be entitled to exercise pursuant to Section 7(a) above, and to receive the interest and distributions which they would otherwise be authorized to receive and retain pursuant to Section 7(b) above, shall cease, and all such rights thereupon shall become vested in Bank which thereupon shall have the sole right to exercise such voting and other consensual rights and to receive and to hold as Pledged Collateral such interest and such distributions.

(b) All distributions which are received by Pledgors contrary to the provisions of this Agreement shall be received in trust for the benefit of Bank, shall be segregated from other funds of Pledgors, and forthwith shall be paid over to Bank as Pledged Collateral in the same form as so received (with any necessary endorsements in suitable form for transfer by delivery or accompanied by executed and undated instruments of transfer or assignment in blank, all in form and substance satisfactory to Bank).

(c) Each Pledgor does hereby revoke all previous proxies with regard to the Investment Collateral and appoints Bank as its proxy holder to attend and vote at any and all meetings of the shareholders, members or other equity holders of the Persons that issued the Investment Collateral and any adjournments thereof, held on or after the date of the giving of this proxy and prior to the termination of this proxy, and to execute any and all written consents of shareholders, members or other equity holders of such Persons executed on or after the date of the giving of this proxy and prior to the termination of this proxy, with the same effect as if such Pledgor had personally attended the meetings or had personally voted its shares or other interests or had personally signed the written consents; provided, however, that the proxy holder shall have rights hereunder only upon the occurrence and during the continuance of a default. Each Pledgor hereby authorizes Bank to substitute another Person as the proxy holder and, upon the occurrence and during the continuance of any default, hereby authorizes the proxy holder to file this proxy and any substitution instrument with the secretary or other appropriate official of the appropriate Person. This proxy is coupled with an interest and is irrevocable until such time as (i) no commitment to extend credit to Borrower remains outstanding from Bank and (ii) all Indebtedness has been indefeasibly paid and performed in full.

9. **PLEGDED COLLATERAL.** Each Pledgor represents, warrants and covenants to Bank that none of the Collateral consisting of an interest in a partnership or a limited liability company (i) is dealt in or traded on a securities exchange or in a securities market, (ii) by its terms expressly provides that it is a "security" governed by Article 8 of the Uniform Commercial Code, (iii) is an "investment company security" as defined in the Uniform Commercial Code, (iv) is held in a securities account or (v) constitutes a "security" or a "financial asset" each as defined in the Uniform Commercial Code. Each Pledgor agrees that, without the prior written consent of the Bank, such Pledgor will not (A) vote to enable, or take any other action to permit, any applicable Issuer to issue any Equity Interests, except for

those additional Equity Interests that will be subject to the security interest granted herein in favor of the Bank, or (B) enter into any agreement or undertaking restricting the right or ability of any Pledgor or Bank to sell, assign or transfer any Pledged Collateral. Each Pledgor and each Issuer hereby acknowledges, consents and agrees to the grant of the security interests in the Pledged Collateral by the applicable Pledgors pursuant to this Agreement, together with all rights accompanying such security interest as provided by this Agreement and applicable law, notwithstanding any anti-assignment provisions in any bylaws, operating agreement, limited liability company agreement, limited partnership agreement or similar organizational or governance documents of such Issuer. Each Pledgor will defend the right, title and interest of Bank in and to any Pledged Collateral against the claims and demands of all Persons whomsoever.

10. **COVENANT NOT TO DILUTE INTERESTS OF BANK IN PLEDGED SECURITIES.** Each Pledgor represents, warrants and covenants to Bank that it will not at any time cause or permit any Issuer to issue any additional Equity Interests, or any warrants, options or other rights to acquire any additional Equity Interests, if the effect thereof would be to dilute in any way the interests of Bank in any Pledged Securities or in any Issuer.

11. **CONSENT TO ISSUERS' AGREEMENT.** Each Pledgor hereby consents to the covenants and agreements of the Issuers set forth in Section 12.

12. **ACKNOWLEDGMENT AND AGREEMENT OF THE ISSUERS.**

(a) Each Issuer acknowledges and consents to Pledgors' agreements set forth in the foregoing provisions of this Agreement.

(b) Notwithstanding any restrictions or prohibitions on assignment, transfer or other hypothecation of the Pledged Collateral (i) contained in any articles of organization, articles or certificate of incorporation, operating agreement, bylaws, limited liability company agreement, partnership agreement, any other similar governance document, shareholder agreement or any similar instrument relating to any Pledgor or any Issuer or (ii) otherwise entered into or agreed to by any Pledgor or any Issuer, each Issuer hereby acknowledges and consents to (A) Pledgor's agreements as set forth in this Agreement, (B) to the grant of the security interests in the Pledged Collateral by the applicable Pledgors pursuant to this Agreement, and (C) all rights of the Bank accompanying such security interest as provided by this Agreement and applicable law.

(c) Each Issuer shall promptly note on its books the security interest granted to Bank under this Agreement.

(d) Notwithstanding any restrictions or prohibitions on assignment, transfer or other hypothecation of the Pledged Collateral (i) contained in any articles of organization, articles or certificate of incorporation, operating agreement, bylaws, limited liability company agreement, partnership agreement, any other similar governance document, shareholder agreement or any similar instrument relating to any Pledgor or any Issuer or (ii) otherwise entered into or agreed to by any Pledgor or any Issuer, each Issuer agrees (A) that it will comply with any and all orders originated by Bank with respect to the Pledged Securities, including, without limitation, orders from Bank to make Bank or any purchaser or transferee, the registered holder or registered owner of the Pledged Securities, in each case without further consent by any Pledgor or any other Person (and notwithstanding contrary instructions given by Pledgor or any other Person) and (B) waives any right or requirement at any time hereafter to receive a copy of this Agreement in connection with the registration of any Pledged Collateral in the name of the Bank or its nominees or the exercise of voting rights by the Bank or its nominees.

13. **ADDITIONAL PLEDGORS.** From time to time following the date of this Agreement, certain additional Subsidiaries of Borrower may become parties hereto, as additional Pledgors, by executing and delivering to Bank an instrument of joinder in form and substance satisfactory to Bank, accompanied by such documentation as Bank may reasonably require in connection therewith, wherein such additional Pledgors agree to become parties hereto and to be bound hereby. Upon delivery of such instrument of joinder to and acceptance thereof by Bank, notice of which acceptance is hereby waived by Pledgors, each such additional Pledgor shall be as fully a party hereto as if such Pledgor were an original signatory hereof. Each Pledgor expressly agrees that its obligations and the liens upon its property granted herein shall not be affected or diminished by the addition or release of additional Pledgors hereunder, nor by any election of Bank not to cause any Subsidiary of Borrower to become an additional Pledgor hereunder. This Agreement shall be fully effective as to any Pledgor who is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Pledgor hereunder.

14. **PLEDGOR NOT A DEBTOR.** If any Pledgor is not a Debtor under some or all of the Indebtedness:

(a) Such Pledgor authorizes the Bank, from time to time, without affecting such Pledgor's obligations under this Agreement, to enter into an agreement with the Debtors to change the interest rate on or renew the Indebtedness; accelerate, extend, compromise, or otherwise change the repayment terms or any other terms of the Indebtedness; receive and hold, exchange, enforce, waive, fail to perfect, substitute, or release the Collateral, including collateral not originally covered by this Agreement; sell or apply any Collateral in any order; or release or substitute any borrower, guarantor or endorser of the Indebtedness, or other Person.

(b) Such Pledgor waives any defense by reason of any Debtor's or any other Person's defense, disability, or release from liability other than payment in full of the Indebtedness. The Bank can exercise its rights against the Collateral even if any Debtor or any other Person no longer is liable on the Indebtedness because of a statute of limitations or for other reasons.

(c) Such Pledgor agrees that it is solely responsible for keeping itself informed as to the financial condition of the Debtors and of all circumstances which bear upon the risk of nonpayment. Such Pledgor waives any right it may have to require the Bank to disclose to such Pledgor any information which the Bank may now or hereafter acquire concerning the financial condition of the Debtors.

(d) Such Pledgor waives all rights to notices of default or nonperformance by the Debtors. Such Pledgor further waives all rights to notices of the existence or the creation of new indebtedness by any Debtor and all rights to any other notices to any party liable on any of the Indebtedness.

(e) Such Pledgor represents and warrants to the Bank that it will derive benefit, directly and indirectly, from the collective administration and availability of credit under the Indebtedness. Such Pledgor agrees that the Bank will not be required to inquire as to the disposition by any Debtor of funds disbursed by the Bank.

(f) Until all obligations to the Bank under the Indebtedness have been paid in full and any commitments of the Bank or facilities provided by the Bank with respect to the

Indebtedness have been terminated, such Pledgor waives any right of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including without limitation, any claim or right of subrogation under the Bankruptcy Code (Title 11, United States Code) or any successor statute, which such Pledgor may now or hereafter have against any Debtor with respect to the Indebtedness. Such Pledgor waives any right to enforce any remedy which the Bank now has or may hereafter have against any Debtor, and waives any benefit of, and any right to participate in, any security now or hereafter held by the Bank.

(g) Such Pledgor waives any right to require the Bank to proceed against any Debtor or any other Person; proceed against or exhaust any security; or pursue any other remedy. Further, such Pledgor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Pledgor under this Agreement or which, but for this provision, might operate as a discharge of such Pledgor.

(h) In the event any amount paid to the Bank on any Indebtedness or any interest in property transferred to the Bank as payment on any Indebtedness is subsequently recovered from the Bank in or as a result of any bankruptcy, insolvency or fraudulent conveyance proceeding, such Pledgor shall be liable to the Bank for the amounts so recovered up to the fair market value of the Collateral whether or not the Collateral has been released or the security interest terminated. In the event the Collateral has been released or the security interest terminated, the fair market value of the Collateral shall be determined, at the Bank's option, as of the date the Collateral was released, the security interest terminated, or said amounts were recovered.

(i) Such Pledgor waives all rights and defenses that such Pledgor may have because any of the Indebtedness is secured by real property. This means, among other things: (i) the Bank may enforce this Agreement without first foreclosing on any real or personal property collateral pledged by the Debtors; and (ii) if the Bank forecloses on any real property collateral pledged by the Debtors: (1) the amount of the Indebtedness may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price, and (2) the Bank may enforce this Agreement even if the Bank, by foreclosing on the real property collateral, has destroyed any right such Pledgor may have to collect from the Debtors. This is an unconditional and irrevocable waiver of any rights and defenses such Pledgor may have because any of the Indebtedness is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure. Such Pledgor waives any right or defense it may have at law or equity, including California Code of Civil Procedure Section 580a, to a fair market value hearing or action to determine a deficiency judgment after a foreclosure. Such Pledgor waives any rights and defenses that are or may become available to such Pledgor by reason of Sections 2787 to 2855 inclusive, and 3433 of the California Civil Code.

15. ENVIRONMENTAL MATTERS.

(a) Each Pledgor represents and warrants: (i) it is not in violation of any health, safety, or environmental law or regulation regarding Hazardous Substances and (ii) it is not the subject of any claim, proceeding, notice, or other communication regarding Hazardous Substances.

(b) Each Pledgor shall deliver to the Bank, promptly upon receipt, copies of all notices, orders, or other communications regarding (i) any enforcement action by any

governmental authority relating to Hazardous Substances with regard to such Pledgor's property, activities, or operations, or (ii) any claim against such Pledgor regarding Hazardous Substances.

(c) The Bank and its agents and representatives will have the right at any reasonable time, after giving reasonable notice to the Pledgors, to enter and visit any locations where the Collateral is located for the purposes of observing the Collateral, taking and removing environmental samples, and conducting tests. The Pledgors shall reimburse the Bank, on a joint and several basis, on demand for the costs of any such environmental investigation and testing. The Bank will make commercially reasonable efforts during any site visit, observation or testing conducted pursuant to this paragraph to avoid interfering with the Pledgors' use of the Collateral. The Bank is under no duty to observe the Collateral or to conduct tests, and any such acts by the Bank will be solely for the purposes of protecting the Bank's security and preserving the Bank's rights under this Agreement. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") will (i) result in a waiver of any default of any Pledgor; (ii) impose any liability on the Bank; or (iii) be a representation or warranty of any kind regarding the Collateral (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event the Bank has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to any Pledgor or any other party, the Pledgors authorize the Bank to make such a disclosure. The Bank may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in the Bank's judgment. Each Pledgor further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to such Pledgor by the Bank or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of such Pledgor) by such Pledgor without advice or assistance from the Bank.

(d) The Pledgors will jointly and severally indemnify and hold harmless the Bank from any loss or liability the Bank incurs in connection with or as a result of this Agreement, which directly or indirectly arises out of the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance. This indemnity will apply whether the Hazardous Substance is on, under or about any Pledgor's property or operations or property leased to any Pledgor. The indemnity includes but is not limited to attorneys' fees. The indemnity extends to the Bank, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns.

16. **DISPUTE RESOLUTION PROVISION.** This Section 16, including the subsections below, is referred to as the "Dispute Resolution Provision." The Bank and the Pledgors (and any other party to this Agreement) agree that this Dispute Resolution Provision is a material inducement for their entering into this Agreement.

(a) Scope. This Dispute Resolution Provision concerns the resolution of any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses (collectively, a "Claim" or "Claims") between the Bank, on the one hand, and the Pledgors, on the other hand (each side being, for the purposes of this Dispute Resolution Provision, a "Party" and the two sides together being the "Parties"), regardless of whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether foreseen or unforeseen, suspected or unsuspected, or fixed or contingent at the time of this Agreement, including but not limited to Claims that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) any document related to this Agreement. For the purposes of this Dispute Resolution Provision only,

the terms "Bank" or Party or Parties (to the extent referring to or including the Bank) shall include any parent corporation, subsidiary or affiliate of the Bank.

(b) Judicial Reference. Any Claim brought by any Party in a California state court shall be resolved by a general reference to a referee (or a panel of referees) as provided in California Code of Civil Procedure Section 638. The referee (or presiding referee of the panel) shall be a retired Judge or Justice of the California state court system. The referee(s) shall be selected by mutual written agreement of the parties. If the parties do not agree, the referee(s) shall be selected by the Presiding Judge of the Court (or his or her representative) as provided in California Code of Civil Procedure Section 640. The referee(s) shall hear and determine all issues relating to the Claim, whether of fact or of law, and shall do so in accordance with the laws of the Governing Law State and the California rules of evidence and civil procedure, and shall report a statement of decision. The referee(s) shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable and legal orders that will be binding on the parties, and rule on any motion which would be authorized in court litigation, including without limitation motions to dismiss, for summary judgment, or for summary adjudication. The referee(s) shall award legal fees and costs (including the fees of the referee(s)) relating to the judicial reference proceeding, and to any related litigation or arbitration, in accordance with the terms of this Agreement. The award that results from the decision of the referee(s) shall be entered as a judgment in the court that appointed the referee(s), in accordance with the provisions of California Code of Civil Procedure Sections 644(a). Pursuant to California Code of Civil Procedure Section 645, the parties reserve the right to seek appellate review of any judgment or order, including but not limited to, orders pertaining to class certification, to the same extent permitted in a court of law.

(c) Arbitration Provisions. The Parties agree that judicial reference pursuant to Subsection (b) above is the preferred method of dispute resolution of all Claims, when available. The Parties therefore agree that injunctive relief, including a temporary restraining order, without the posting of any bond or security, shall be appropriate to enjoin the prosecution of any arbitration proceeding where the Claims at issue become subject to (and as long as they remain subject to) judicial reference pursuant to Subsection (b) above, provided that a Party moves for such relief within thirty (30) days of its receipt of a demand for arbitration of a Claim. However, with respect to any Claim brought in a forum other than a California state court, or brought in a California state court but judicial reference pursuant to Subsection (b) above is not available or enforced by the court, the arbitration provisions in this Subsection (c) (collectively, the "Arbitration Provisions") shall apply to the Claim. In addition, if either of the Parties serves demand for arbitration of a Claim in accordance with these Arbitration Provisions, and the other Party does not move to enjoin the arbitration proceeding within thirty (30) days of receipt of the demand, the right to judicial reference shall be waived and the Claim shall remain subject to these Arbitration Provisions thereafter. The inclusion of these Arbitration Provisions in this Agreement shall not otherwise be deemed as any limitation or waiver of the judicial reference provisions. The Arbitration Provisions are as follows:

(i) For any Claim for which these Arbitration Provisions apply (as defined in the immediately preceding paragraph), the Parties agree that at the request of any Party to this Agreement, such Claim shall be resolved by binding arbitration. The Claims shall be governed by the laws of the Governing Law State without regard to its conflicts of law principles. The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "Act"), shall apply to the construction, interpretation, and enforcement of these Arbitration Provisions, as well as to the confirmation of or appeal from any arbitration award.

(ii) Arbitration proceedings will be determined in accordance with the Act, the then-current Commercial Finance rules and procedures of the American Arbitration Association or any successor thereof ("AAA") (or any successor rules for arbitration of financial services disputes), and the terms of these Arbitration Provisions. In the event of any inconsistency, the terms of these Arbitration Provisions shall control. The arbitration shall be administered by the Parties and not the AAA and shall be conducted, unless otherwise required by law, at a location selected solely by the Bank in any U.S. state where real or tangible personal property collateral for this credit is located or where any Pledgor has a place of business. If there is no such state, the Bank shall select a location in the Governing Law State.

(iii) If aggregate Claims are One Million Dollars (\$1,000,000) or less:

(A) All issues shall be heard and determined by one neutral arbitrator. The arbitrator shall have experience with commercial financial services disputes and, if possible, prior judicial experience, and shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, to be initiated by the Bank. If the AAA "Arbitrator Select: List and Appointment" process is unavailable, the Bank shall initiate any successor process offered by the AAA or a similar process offered by any other nationally recognized alternative dispute resolution organization.

(B) Unless the arbitrator has a dispositive motion under advisement or unforeseeable and unavoidable conflicts arise (as determined by the arbitrator), all arbitration hearings shall commence within ninety (90) days of the appointment of the arbitrator, and under any circumstances the award of the arbitrator shall be issued within one hundred twenty (120) days of the appointment of the arbitrator.

(C) A Party shall be entitled to take no more than two (2) fact depositions, one or both of which may be taken in accordance with Fed. R. Civ. P. 30(b)(6), plus depositions of any experts designated by the other Party, each of seven (7) hours or less, during pre-hearing discovery.

(D) There shall be no written discovery requests except a Party may serve document requests on the other Party not to exceed twenty (20) in number, including subparts. The requests shall be served within forty-five (45) days of the appointment of the arbitrator and shall be responded to within twenty-one (21) days of service.

(iv) If aggregate Claims exceed One Million Dollars (\$1,000,000):

(A) The issues shall be heard and determined by one neutral arbitrator selected as above unless either Party requests that all issues be heard and determined by three (3) neutral arbitrators. In that event, each Party shall select an arbitrator with experience with commercial financial services disputes, and the two arbitrators shall select a third arbitrator, who shall have prior judicial experience. If the arbitrators cannot agree, the third arbitrator shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, to be

initiated by the Bank.

(B) Unless the arbitrator(s) have a dispositive motion under advisement or other good cause is shown (as determined by the arbitrator(s)), all arbitration hearings shall commence within one hundred twenty (120) days of the appointment of the arbitrator(s), and under any circumstances the award of the arbitrator(s) shall be issued within one hundred eighty (180) days of the appointment of the arbitrator(s).

(C) A Party shall be entitled to take no more than five (5) fact depositions, one or more of which may be taken in accordance with Fed. R. Civ. P. 30(b)(6), plus depositions of any experts designated by the other Party, each of seven (7) hours or less, during pre-hearing discovery.

(D) There shall be no written discovery requests except a Party may serve document requests on the other Party not to exceed thirty (30) in number, including subparts. The requests shall be served within forty-five (45) days of the appointment of the arbitrator(s) and shall be responded to within twenty-one (21) days of service.

(v) Where a Party intends to rely upon the testimony of an expert on an issue for which the Party bears the burden of proof, the expert(s) must be disclosed within thirty (30) days following the appointment of the arbitrator(s), including a written report in accordance with Fed. R. Civ. P. 26(a)(2)(B). The arbitrator(s) shall exclude any expert not disclosed strictly in accordance herewith. The other Party shall have the right within thirty (30) days thereafter to take the deposition of the expert(s) (upon payment of the expert's reasonable fees for the in-deposition time), and to identify rebuttal expert(s), including a written report in accordance with Fed. R. Civ. P. 26(a)(2)(B).

(vi) The arbitrator(s) shall consider and rule on motions by the Parties to dismiss for failure to state a claim; to compel; and for summary judgment, in a manner substantively consistent with the corresponding Federal Rules of Civil Procedure. The arbitrator(s) shall enforce the "Apex" doctrine with regard to requested depositions of high-ranking executives of both Parties. The arbitrator(s) shall exclude any Claim not asserted within thirty (30) days following the demand for arbitration. This shall not prevent a Party from revising the calculation of damages on any existing theory. All discovery shall close at least one (1) week before any scheduled hearing date, and all hearing exhibits shall have been exchanged by the same deadline or they shall not be given weight by the arbitrator(s).

(vii) Except as waived by the Pledgors in this Agreement, the arbitrator(s) will give effect to applicable statutes of limitation in determining any Claim and shall dismiss the Claim if it is barred by the statutes of limitation. For purposes of the application of any statutes of limitation, the service of a written demand for arbitration or counterclaim pursuant to the Notices provision of this Agreement is the equivalent of the filing of a lawsuit. At the request of any Party made at any time, including at confirmation of an award, the resolution of a statutes of limitation defense to any Claim shall be decided de novo by a court of competent jurisdiction rather than by the arbitrator(s). Otherwise, any dispute concerning these Arbitration Provisions or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as otherwise set forth

in this Dispute Resolution Provision.

(viii) The arbitrator(s) shall have the power to award legal fees and costs relating to the arbitration proceeding and any related litigation or arbitration, pursuant to the terms of this Agreement. The arbitrator(s) shall provide a written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.

(ix) The filing of a court action is not intended to constitute a waiver of the right of any Party, including the suing Party, thereafter to require submittal of the Claims to arbitration, unless the Party fails to make such demand for arbitration within ninety (90) days following the filing of the court action.

(x) The arbitration proceedings shall be private. All documents, transcripts, and filings received by any Party shall not be disclosed by the recipient to any third parties other than attorneys, accountants, auditors, and financial advisors acting in the course of their representation, or as otherwise ordered by a court of competent jurisdiction. Any award also shall be kept confidential, although this specific requirement shall be void once the award must be submitted to a court for enforcement. The Parties agree that injunctive relief, including a temporary restraining order, from a trial court is the appropriate relief for breach of this paragraph, and they waive any security or the posting of a bond as a requirement for obtaining such relief.

(d) Self-Help. This Dispute Resolution Provision does not limit the right of any Party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights; or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.

(e) Class Action Waiver. Any arbitration or court trial (whether before a judge or jury or pursuant to judicial reference) of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). **THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.** Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The Parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the Parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the Parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.**

(f) Jury Waiver. By agreeing to judicial reference or binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by law in respect of any Claim. Furthermore, without intending in any way to limit the provisions hereof, to the extent any Claim is not submitted to judicial reference or arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent

permitted by law in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. **WHETHER THE CLAIM IS DECIDED BY JUDICIAL REFERENCE, BY ARBITRATION, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS DISPUTE RESOLUTION PROVISION IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW. EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (iii) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.**

17. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Pledgors shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary.

(c) All documents executed by any Pledgor or furnished to the Bank pursuant to this Agreement must be in form and substance reasonably satisfactory to the Bank.

(d) Governing Law. Except to the extent that any law of the United States may apply, this Agreement shall be governed and interpreted according to the laws of California (the "Governing Law State"), without regard to any choice of law, rules or principles to the contrary. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Bank under federal law.

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the Uniform Commercial Code.

(g) Each Pledgor shall pay to the Bank immediately upon demand the full amount of all payments, advances, and expenses, including reasonable attorneys' fees, expended or incurred by the Bank in connection with (a) the perfection and preservation of the Collateral or the Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, relating to the Pledgors, or in any way affecting any of the Collateral or the Bank's ability to exercise any of its rights or remedies with respect to the Collateral.

(h) In the event the Bank seeks to take possession of any or all of the Collateral by judicial process, each Pledgor irrevocably waives any bonds and any surety or security relating thereto that may be required by applicable law as an incident to such possession, and waives any demand for possession prior to the commencement of any such suit or action.

(i) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions.

(j) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by the Bank and the Pledgors.

(k) The secured parties covered by this Agreement include BANA as well as Bank of America Corporation and its subsidiaries and affiliates. Such secured parties are collectively referred to as the "Bank." If, from time to time, any of the Indebtedness covered by this Agreement includes obligations to entities other than BANA, then BANA shall act as collateral agent for itself and all such other secured parties. BANA shall have the right to apply proceeds of the Collateral against debts, obligations or liabilities constituting all or part of the Indebtedness in such order as BANA may determine in its sole discretion, unless otherwise agreed by BANA and one or more of the other secured parties.

18. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THIS DOCUMENT SUPERSEDES ANY COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, UNLESS SUCH COMMITMENT LETTER, TERM SHEET, OR OTHER WRITTEN OUTLINE OF TERMS AND CONDITIONS EXPRESSLY PROVIDES TO THE CONTRARY, (C) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (D) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

19. Notices. Unless otherwise provided in this Agreement or in another agreement between the Bank and the applicable Pledgor, all notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or to such other addresses as the Bank and such Pledgor may specify from time to time in writing. Notices and other communications shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, or (ii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

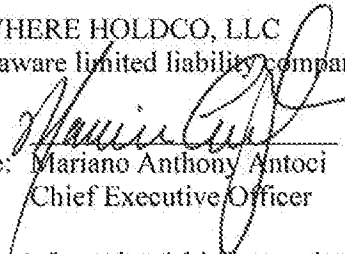
20. Counterparts. This Agreement may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement (or of any agreement or document required by this Agreement and any amendment to this Agreement) by telecopy or other electronic imaging means shall be as effective as delivery of a manually executed counterpart of this Agreement; provided, however, that the telecopy or other electronic image shall be promptly followed by an original if required by the Bank.

21. Amendments. This Agreement may only be amended by a writing signed by the parties hereto.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned, in its capacities as a Pledgor and, if applicable, Issuer, has executed this Agreement by its duly authorized officer as of the date first written above.

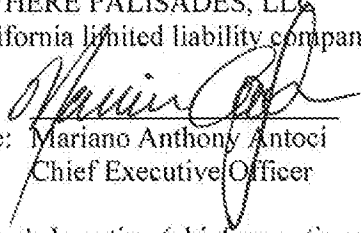
NOWHERE HOLDCO, LLC
a Delaware limited liability company

By: 
Name: Mariano Anthony Antoci
Title: Chief Executive Officer

Pledgor's Location (chief executive office) and
Mailing Address:
3090 E. Washington Blvd.,
Los Angeles, CA 90023
Attention: Chief Executive Officer

Pledgor's state of organization: Delaware

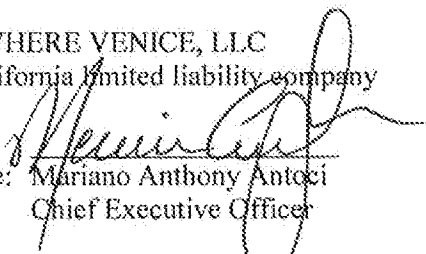
NOWHERE PALISADES, LLC
a California limited liability company

By: 
Name: Mariano Anthony Antoci
Title: Chief Executive Officer

Pledgor's Location (chief executive office) and
Mailing Address:
3090 E. Washington Blvd.,
Los Angeles, CA 90023
Attention: Chief Executive Officer

Pledgor's state of organization: California

NOWHERE VENICE, LLC
a California limited liability company


By: 
Name: Mariano Anthony Antoci
Title: Chief Executive Officer

Pledgor's Location (chief executive office) and
Mailing Address:

3090 E. Washington Blvd.,
Los Angeles, CA 90023
Attention: Chief Executive Officer

Pledgor's state of organization: California

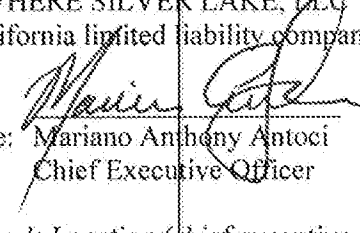
NOWHERE PARTNERS, LLC
a California limited liability company

By: 
Name: Mariano Anthony Antoci
Title: Chief Executive Officer

Pledgor's Location (chief executive office) and
Mailing Address:
3090 E. Washington Blvd.,
Los Angeles, CA 90023
Attention: Chief Executive Officer

Pledgor's state of organization: California

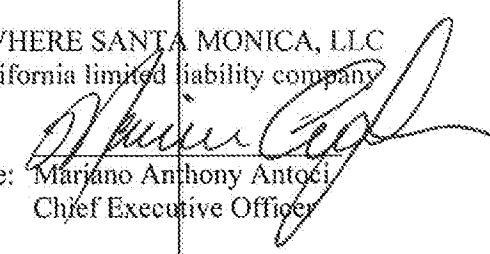
NOWHERE SILVER LAKE, LLC
a California limited liability company

By: 
Name: Mariano Anthony Antoci
Title: Chief Executive Officer

Pledgor's Location (chief executive office) and
Mailing Address:
3090 E. Washington Blvd.,
Los Angeles, CA 90023
Attention: Chief Executive Officer

Pledgor's state of organization: California

NOWHERE SANTA MONICA, LLC
a California limited liability company

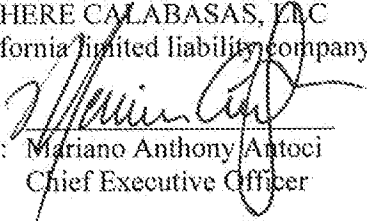
By: 
Name: Mariano Anthony Antoci
Title: Chief Executive Officer

Pledgor's Location (chief executive office) and
Mailing Address:

3090 E. Washington Blvd.,
Los Angeles, CA 90023
Attention: Chief Executive Officer

Pledgor's state of organization: California

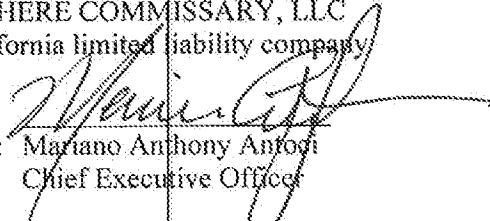
NOWHERE CALABASAS, LLC
a California limited liability company

By: 
Name: Mariano Anthony Antoci
Title: Chief Executive Officer

Pledgor's Location (chief executive office) and
Mailing Address:
3090 E. Washington Blvd.,
Los Angeles, CA 90023
Attention: Chief Executive Officer

Pledgor's state of organization: California

NOWHERE COMMISSARY, LLC
a California limited liability company

By: 
Name: Mariano Anthony Antoci
Title: Chief Executive Officer

Pledgor's Location (chief executive office) and
Mailing Address:
3090 E. Washington Blvd.,
Los Angeles, CA 90023
Attention: Chief Executive Officer

Pledgor's state of organization: California

SCHEDULE 1

Existing and Pending Trademarks

Pledgor	Jurisdiction	Trademark	Registration Number / (Serial Number)	Registration Date / (Filing Date)
Nowhere Partners, LLC	US	EREWHON	88386852	04/15/2019
Nowhere Partners, LLC	US	NOWHERE	88184898	11/07/2018
Nowhere Partners, LLC	US	NOWHERE	87355905/ 5644160	03/02/2017/ 07/04/2017
Nowhere Partners, LLC	US	EREWHON	78911342/ 3229842	06/19/2006/ 04/17/2007

SCHEDULE 2

Existing and Pending Patents

None.

SCHEDULE 3

Existing and Pending Copyrights

None.

SCHEDULE 4

Deposit Accounts and Securities Accounts

REDACTED

SCHEDULE 5

Pledged Securities

REDACTED

Pledged Debt

None.

SCHEDULE 6

Commercial Tort Claims

None.

SCHEDULE 7

Licenses and Other Intellectual Property

None.

SCHEDULE 8

Letters of Credit

None.

SMRH:4838-9339-8952.4

RECORDED: 02/12/2020

**TRADEMARK
REEL: 006862 FRAME: 0849**