

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630525

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Avant Gardner, LLC | | 03/04/2021 | Limited Liability Company: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Alter Domus (US) LLC, as collateral agent | | |
| Street Address: | 225 W. Washington St. | | |
| Internal Address: | 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5774032 | | |
| Registration Number: | 6104663 | AVANT GARDNER | |
| Registration Number: | 6073151 | CITYFOX | |
| Registration Number: | 6128278 | VISIONNAIRE | |
| Registration Number: | 6263802 | | |
| Serial Number: | 88510597 | THE BROOKLYN MIRAGE | |
| Serial Number: | 88510591 | THE BROOKLYN MIRAGE | |
| Serial Number: | 88153599 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125935955 | | |
| <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: | 212-756-2132 | | |
| Email: | scott.kareff@srz.com | | |
| Correspondent Name: | S. Kareff c/o Schulte Roth & Zabel LLP | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 2: | 25th Floor | | |
| Address Line 4: | New York, NEW YORK 10022 | | |

CH \$215.00 5774032

| | |
|--------------------------------|----------------------------|
| ATTORNEY DOCKET NUMBER: | 005387-0017 |
| NAME OF SUBMITTER: | Scott Kareff (005387-0017) |
| SIGNATURE: | /kc for sk/ |
| DATE SIGNED: | 03/08/2021 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 4, 2021 (this "Agreement"), is made by the signatory hereto indicated as a Grantor (the "Grantor") in favor of ALTER DOMUS (US) LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Financing Agreement dated as of March 4, 2021, by and among Avant Gardner, LLC, a New York limited liability company ("Avant Gardner"), AGDP Holding Inc., a New York corporation (the "Parent" and together with Avant Gardner, each a "Borrower" and collectively, the "Borrowers"), ALTER DOMUS (US) LLC, as Administrative Agent, and the Agent, the Lenders party thereto and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein, to the Borrowers; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Financing Agreement, the Grantor entered into a Pledge and Security Agreement dated as of March 4, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between the Grantor and the Agent, pursuant to which the Grantor assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Financing Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

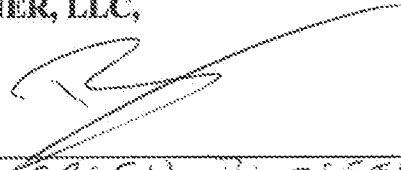
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AVANT GARDNER, LLC,
as Grantor

By: 
Name: JUERGEN WILDSTEIN
Title: CEO

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 2^d day of MARCH, 2021 before me personally appeared JUERGEN WILDSTEIN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of AVANT GARDNER, LLC, who being by me duly sworn did depose and say that he/~~she~~ is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its ~~Board of Directors~~ and that he/~~she~~ acknowledged said instrument to be the free act and deed of said corporation. LLC
Manager


Notary Public

ROBERT P WESSELY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02WE4624535
Qualified in NEW YORK County
Commission Expires October 31, 2018

2022 RPN

Accepted and Agreed:

ALTER DOMUS (US) LLC,
as Agent

By:



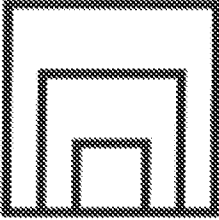

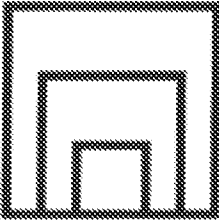
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007214 FRAME: 0650

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark | Serial No. | Filing Date | Registration No. | Registration Date |
|---|------------|------------------|------------------|-------------------|
|  | 88-153,596 | October 12, 2018 | 5,774,032 | June 11, 2019 |
| AVANT GARDNER | 88-153,590 | October 12, 2018 | 6,104,663 | July 21, 2020 |
| CITYFOX | 88-567,552 | August 5, 2019 | 6,073,151 | June 9, 2020 |
| VISIONNAIRE | 88-596,181 | August 28, 2019 | 6,128,278 | August 18, 2020 |
|  | 88-567545 | August 05, 2019 | 6263802 | February 09, 2021 |
| THE BROOKLYN MIRAGE | 88-510597 | July 11, 2019 | | |
| THE BROOKLYN MIRAGE | 88-510591 | July 11, 2019 | | |
|  | 88-153599 | October 12, 2018 | 5956912 | January 07, 2020 |