

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657147

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hybrid Promotions, LLC		06/30/2021	Limited Liability Company:
Hybrid Holdings, Inc.		06/30/2021	Corporation:
JEM SPORTSWEAR		06/30/2021	Corporation:
HYBRID JEM LLC		06/30/2021	Limited Liability Company:
Air Waves LLC		06/30/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Capital Southwest Corporation
Street Address:	5400 Lyndon B. Johnson Freeway, Suite 1300
City:	Dallas,
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 86

Property Type	Number	Word Mark
Registration Number:	1556952	CALIFORNIA TALK
Registration Number:	1504035	EVY
Registration Number:	1501406	EVY OF CALIFORNIA
Registration Number:	3112833	FLEURISH
Registration Number:	1563458	L.A. TOUCH
Registration Number:	2231142	SOLD OUT!
Registration Number:	3742321	ADOREE
Registration Number:	3650932	KIDTURE
Registration Number:	4696518	SUPER CHARGED
Registration Number:	4791047	ZIPPAK
Registration Number:	4791046	CRASHPAK
Registration Number:	4796958	
Registration Number:	4790295	SUPER CHARGED
Registration Number:	4237594	HOODSBEE
Registration Number:	4170083	LYRIC LOVER

CH \$2165.00 1556952

Property Type	Number	Word Mark
Registration Number:	4240131	LYRIX
Registration Number:	4258442	LYRIX
Registration Number:	4256012	LYRIC CULTURE
Registration Number:	4256013	LYRIC CULTURE
Registration Number:	4261885	LYRIC NATION
Registration Number:	4261886	LYRIC NATION
Registration Number:	4277297	MUSIC ROCKS
Registration Number:	4286967	
Registration Number:	4443516	MUSIC CULTURE
Registration Number:	4510322	LYRIC CULTURE
Registration Number:	2098496	JEM
Registration Number:	4608298	J E M COLLECTIVE
Registration Number:	4641931	OURCASTE
Registration Number:	4203217	THERMOCOLOR
Registration Number:	4214923	SUPER GLOW
Registration Number:	3941618	WITH A TWIST
Registration Number:	3924036	WOUND UP
Registration Number:	4802883	WALKER ST. REFINERY
Registration Number:	4794082	WSR
Registration Number:	4926350	AWAKE
Registration Number:	4926356	COLD CRUSH
Registration Number:	3192265	COLD CRUSH
Registration Number:	5147851	SNEAKER CULTURE
Registration Number:	4804176	TIME 2 SHINE
Registration Number:	4912378	LOL VINTAGE
Registration Number:	4912377	WELL WORN
Registration Number:	4558542	AWAKE KIDS
Registration Number:	3725298	AWAKE COUTURE
Registration Number:	4107543	AWAKE VINTAGE
Registration Number:	4389938	L.O.L.
Registration Number:	3825175	L.O.L.
Registration Number:	4177940	ROMANCE RETRO ROCK
Registration Number:	3158413	WELL WORN
Registration Number:	4759615	BLACK BOOK SESSIONS
Registration Number:	5247021	LOVE TRIBE
Serial Number:	77518354	CITIZEN EARTH
Registration Number:	3658460	JEM SPORTSWEAR
Registration Number:	3562365	POWER OF ART

Property Type	Number	Word Mark
Registration Number:	3924037	STARS AND SPRINKLES
Registration Number:	3971565	SOLAR FLARE
Registration Number:	3670656	STONE FREE
Registration Number:	0362206	
Registration Number:	3725497	AWAKE INC. BY OS
Registration Number:	4316874	SAY IT WITH A SONG
Registration Number:	4682443	STRAY HEART
Registration Number:	2589059	JUNK FOOD
Registration Number:	4096484	TRUE VINTAGE
Registration Number:	3711277	JUNK FOOD
Registration Number:	5633117	JUNK FOOD
Registration Number:	2697853	
Registration Number:	4251032	THE NEIGHBORHOOD THIEVES
Registration Number:	4905418	PAINT AND CLOTH
Registration Number:	4814587	JUNK FOOD
Registration Number:	4489484	LOVE + ART
Registration Number:	4812265	K38
Registration Number:	5830504	
Registration Number:	5350457	HARPER & QUINN
Registration Number:	5359281	BLOOM MATERNITY
Registration Number:	3837005	AIR WAVES
Registration Number:	5414544	INSTANT MESSAGE
Registration Number:	5467776	NAP CHAT
Serial Number:	85245387	HYBRID
Serial Number:	87760960	BENNY & BELLE
Serial Number:	86625924	BLACK BOOK SESSIONS
Serial Number:	86182721	WALKER STREET REFINERY
Serial Number:	88480902	RECYCLO
Serial Number:	87711869	TEES + JEANS
Serial Number:	87809729	BLOOMIO
Registration Number:	4077939	ACES & IDOLS
Registration Number:	3658461	J
Registration Number:	3632205	WORLD WISE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: mwinston@sheppardmullin.com

Correspondent Name: Marshaya Winston
Address Line 1: 2200 Ross Avenue, 24th Floor
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 70MC-335718

NAME OF SUBMITTER: Marshaya Winston

SIGNATURE: /s/Marshaya Winston

DATE SIGNED: 06/30/2021

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 30th day of June, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CAPITAL SOUTHWEST CORPORATION (“CSWC”), in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among HYBRID HOLDINGS, INC., a Delaware corporation (“Parent”), HYBRID PROMOTIONS, LLC, a California limited liability company (“Hybrid”), HYBRID JEM LLC, a California limited liability company (“Hybrid JEM”), JEM SPORTSWEAR, a California corporation (“JEM Sportswear”) and immediately upon consummation of the Closing Date Acquisition, AIR WAVES LLC, a Delaware limited liability company (“Air Waves”; and together with Hybrid, Hybrid JEM, and JEM Sportswear, individually, each a “Borrower”, and collectively, jointly and severally, the “Borrowers”), the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter each individually as a “Lender”, and individually and collectively as “Lenders,” as such terms are further defined therein), and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

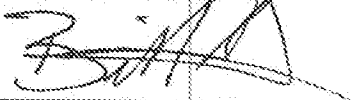
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HYBRID PROMOTIONS LLC

By: 
Name: William Hutchison
Title: Chief Executive Officer

JUNKFOOD CLOTHING LLC

By: 
Name: William Hutchison
Title: Chief Executive Officer

AIR WAVES LLC

By: 
Name: William Hutchison
Title: Chief Executive Officer

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HYBRID PROMOTIONS, LLC

By: _____
Name: _____
Title: _____

JUNKFOOD CLOTHING LLC

By: _____
Name: _____
Title: _____

AIR WAVES LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

ADMINISTRATIVE AGENT:

CAPITAL SOUTHWEST CORPORATION

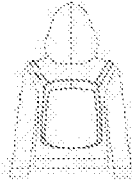
By:  _____
Name: Joshua Weinstein
Title: Senior Managing Director



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications




Grantor	Title	Registration Number
Hybrid Promotions, LLC	California Talk	1556952
Hybrid Promotions, LLC	Evy	1504035
Hybrid Promotions, LLC	Evy Of California	1501406
Hybrid Promotions, LLC	Fleurish	3112833
Hybrid Promotions, LLC	L.A. Touch And Design	1563458
Hybrid Promotions, LLC	Sold Out!	2231142
Hybrid Promotions, LLC	Adoree (Stylized)	3742321
Hybrid Promotions, LLC	Kidture	3650932
Hybrid Promotions, LLC	Super Charged	4696518
Hybrid Promotions, LLC	Zippak	4791047
Hybrid Promotions, LLC	Crashpak	4791046
Hybrid Promotions, LLC	Backpack Design Only	4796958
Hybrid Promotions, LLC	Super Charged	4790295
Hybrid Promotions, LLC	Hoodsbee	4237594
Hybrid Promotions, LLC	Lyric Lover	4170083
Hybrid Promotions, LLC	Lyrix	4240131
Hybrid Promotions, LLC	LYRIX (Stylized And Design)	4258442
Hybrid Promotions, LLC	LYRIC CULTURE (Stylized And Design)	4256012
Hybrid Promotions, LLC	Lyric Culture	4256013
Hybrid Promotions, LLC	LYRIC NATION (Stylized And Design)	4261885

Grantor	Title	Registration Number
Hybrid Promotions, LLC	Lyric Nation	4261886
Hybrid Promotions, LLC	Music Rocks	4277297
Hybrid Promotions, LLC	(Stylized Music Note)	4286967
Hybrid Promotions, LLC	Music Culture	4443516
Hybrid Promotions, LLC	Lyric Culture	4510322
Hybrid Promotions, LLC	Jem	2098496
Hybrid Promotions, LLC	J E M COLLECTIVE And DESIGN	4608298
Hybrid Promotions, LLC	Ourcaste	4641931
Hybrid Promotions, LLC	Thermocolor	4203217
Hybrid Promotions, LLC	Super Glow	4214923
Hybrid Promotions, LLC	With A Twist	3941618
Hybrid Promotions, LLC	Wound Up	3924036
Hybrid Promotions, LLC	Walker St. Refinery	4802883
Hybrid Promotions, LLC	Wsr	4794082
Hybrid Promotions, LLC	Awake	4926350
Hybrid Promotions, LLC	Cold Crush	4926356
Hybrid Promotions, LLC	Cold Crush	3192265
Hybrid Promotions, LLC	Sneaker Culture	5147851
Hybrid Promotions, LLC	TIME 2 SHINE And DESIGN	4804176
Hybrid Promotions, LLC	Lol Vintage	4912378
Hybrid Promotions, LLC	Well Worn	4912377
Hybrid Promotions, LLC	Awake Kids	4558542
Hybrid Promotions, LLC	Awake Couture	3725298

Grantor	Title	Registration Number
Hybrid Promotions, LLC	Awake Vintage	4107543
Hybrid Promotions, LLC	Cold Crush	3192265
Hybrid Promotions, LLC	L.O.L.	4389938
Hybrid Promotions, LLC	L.O.L.	3825175
Hybrid Promotions, LLC	Romance Retro Rock	4177940
Hybrid Promotions, LLC	Well Worn	3158413
Hybrid Promotions, LLC	Black Book Sessions	4759615
Hybrid Promotions, LLC	Love Tribe	5247021
Hybrid Promotions, LLC	Aces & Idols	4,077,939
Hybrid Promotions, LLC	Citizen Earth	3,648,661
Hybrid Promotions, LLC	JEM	2,098,496
Hybrid Promotions, LLC	J (with a star)	3,658,461
Hybrid Promotions, LLC	JEM (with a star)	3,658,460
Hybrid Promotions, LLC	JEM (with a triangle)	4,608,298
Hybrid Promotions, LLC	Power of Art	3,562,365
Hybrid Promotions, LLC	Thermocolor	4,203,217
Hybrid Promotions, LLC	Starts and Sprinkles	3,924,037
Hybrid Promotions, LLC	Superglow	4,214,923
Hybrid Promotions, LLC	Solar Flare	3,971,565
Hybrid Promotions, LLC	Stone Free	3,670,656
Hybrid Promotions, LLC	With a Twist	3,941,618
Hybrid Promotions, LLC	World Wise	3,632,205
Hybrid Promotions, LLC	World Wise (Graphic)	3,632,206

Grantor	Title	Registration Number
Hybrid Promotions, LLC	Wound Up	3,924,036
Hybrid Promotions, LLC	Ourcaste	4,641,931
Hybrid Promotions, LLC	Awake Kids	4,558,542
Hybrid Promotions, LLC	Awake Couture	3,725,298
Hybrid Promotions, LLC	Awake Inc. by OS	3,725,497
Hybrid Promotions, LLC	Awake Vintage	4,107,543
Hybrid Promotions, LLC	Cold Crush	3,192,265
Hybrid Promotions, LLC	L.O.L.	4,389,938
Hybrid Promotions, LLC	L.O.L.	3,825,175
Hybrid Promotions, LLC	Romance Retro Rock	4,177,940
Hybrid Promotions, LLC	Well Worn	3,158,413
Hybrid Promotions, LLC	LYRIC CULTURE	4,510,322
Hybrid Promotions, LLC	LOVE TRIBE	5,247,021
Hybrid Promotions, LLC	SUPER CHARGED	4,790,295
Hybrid Promotions, LLC		4,796,958
Hybrid Promotions, LLC	Sneaker Culture	5,147,851
Hybrid Promotions, LLC	COLD CRUSH	4,926,356
Hybrid Promotions, LLC	AWAKE	4,926,350

Grantor	Title	Registration Number
Hybrid Promotions, LLC	LOL VINTAGE	4,912,378
Hybrid Promotions, LLC	WELL WORN	4,912,377
Hybrid Promotions, LLC	TIME ♥2♥ SHINE	4,804,176
Hybrid Promotions, LLC	WALKER ST. REFINERY	4,802,883
Hybrid Promotions, LLC	WSR	4,794,082
Hybrid Promotions, LLC	LYRIX	4,240,131
Hybrid Promotions, LLC		4,258,442
Hybrid Promotions, LLC	HOODSBEE	4,237,594
Hybrid Promotions, LLC	LYRIC LOVER	4,170,083
Hybrid Promotions, LLC		4,286,967
Hybrid Promotions, LLC	MUSIC CULTURE	4,443,516
Hybrid Promotions, LLC	SAY IT WITH A SONG	4,316,874
Hybrid Promotions, LLC	MUSIC ROCKS	4,277,297

Grantor	Title	Registration Number
Hybrid Promotions, LLC	LYRIC CULTURE	4,256,013
Hybrid Promotions, LLC		4,256,012
Hybrid Promotions, LLC	LYRIC NATION	4,261,886
Hybrid Promotions, LLC		4,261,885
Hybrid Promotions, LLC	ZipPak	4,791,047
Hybrid Promotions, LLC	CrashPak	4,791,046
Hybrid Promotions, LLC	SUPER CHARGED	4,696,518
Hybrid Promotions, LLC	FLEURISH	3,112,833
Hybrid Promotions, LLC	ADORÉE	3,742,321
Hybrid Promotions, LLC	KIDTURE	3,650,932
Hybrid Promotions, LLC	EVY OF CALIFORNIA	1,501,406
Hybrid Promotions, LLC	EVY	1,504,035
Hybrid Promotions, LLC	CALIFORNIA TALK	1,556,952
Hybrid Promotions, LLC	L.A. TOUCH 	1,563,458
Junkfood Clothing LLC	Stray Heart	4682443
Junkfood Clothing LLC	Junk Food	2589059

Grantor	Title	Registration Number
Junkfood Clothing LLC	True Vintage	4096484
Junkfood Clothing LLC	Junk Food (Stylized and Design)	3711277
Junkfood Clothing LLC	Junkfood	5633117
Junkfood Clothing LLC	(Graphic)	2697853
Junkfood Clothing LLC	The Neighborhood Thieves	4251032
Junkfood Clothing LLC	Paint and Cloth	4905418
Junkfood Clothing LLC	Junk Food	4814587
Junkfood Clothing LLC	Love + Art	4489484
Junkfood Clothing LLC	K38	4812265
Junkfood Clothing LLC	(Graphic)	5830504
Air Waves LLC	Harper & Quinn	5,350,457
Air Waves LLC	Bloom Maternity	5,359,281
Air Waves LLC	Air Waves	3,837,005
Air Waves LLC	Instant Message	5,414,544
Air Waves LLC	Nap Chat	5,467,776

Trademark Applications:

Grantor	Country	Title	Application Number
Hybrid Promotions, LLC	US	Hybrid	85/245387
Hybrid Promotions, LLC	US	BENNY & BELLE	87760960
Hybrid Promotions, LLC	US	BLACK BOOK SESSIONS	86625924
Hybrid Promotions, LLC	US	Walker Street Refinery	86/182721
Hybrid Promotions, LLC	US	RECYCLO	88/480902
Junkfood Clothing LLC	US	Tees + Jeans	87/711869
Junkfood Clothing LLC	US	(Graphic)	77/958107
Junkfood Clothing LLC	US	FOREVER JUNKFOOD	87890729