

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM662841

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mad Engine Global, LLC		07/15/2021	Limited Liability Company: DELAWARE
Project Fusion, LLC		07/15/2021	Limited Liability Company: DELAWARE
DBH Worldwide, LLC		07/15/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	333 S. Grand Ave., 12th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3383334	DESIGN BY HUMANS
Registration Number:	5059405	LOST GODS
Registration Number:	4958214	ME 87
Registration Number:	4776398	GLITTER PARTY
Registration Number:	4768631	MAD CRUSH
Registration Number:	4647805	WHAT DOES THE FOX SAY?
Registration Number:	3158685	MAD ENGINE
Registration Number:	5334995	MAD ENGINE
Registration Number:	4750313	DOE
Registration Number:	4080207	MF
Registration Number:	3447018	MINI FINE
Registration Number:	3554143	MUSTACHE BRIGADE
Registration Number:	2772876	MIGHTY FINE
Registration Number:	2650950	FINE
Registration Number:	4551338	WELOVEFINE

CH \$1465.00 3383334

Property Type	Number	Word Mark
Registration Number:	3946039	L
Registration Number:	3946034	L R G
Registration Number:	5186705	RESEARCH
Registration Number:	4649591	HUSTLE TREES
Registration Number:	4615772	STAY LIFTED
Registration Number:	4597551	LFTD CLOTHING
Registration Number:	4452641	HUSTLE TREES
Registration Number:	3881735	LIFTED RESEARCH GROUP
Registration Number:	3839357	LUX IRIE
Registration Number:	3808565	LIFTED RESEARCH GROUP
Registration Number:	3753322	L R G
Registration Number:	3738210	LIFTED RESEARCH GROUP
Registration Number:	3703616	
Registration Number:	3703618	L
Registration Number:	3703617	
Registration Number:	4060797	L R G
Registration Number:	2958307	
Registration Number:	4122298	LRG
Registration Number:	3886593	
Registration Number:	3931281	
Registration Number:	3931280	
Registration Number:	3928909	
Registration Number:	3925827	LRG
Registration Number:	3920012	
Registration Number:	3990327	L
Registration Number:	4074404	LRG
Registration Number:	3886592	LR GEANS
Registration Number:	2506859	
Registration Number:	2633832	L R G
Registration Number:	2513951	LIFTED RESEARCH GROUP
Registration Number:	5039825	N
Registration Number:	4708953	FOREVER FUN
Registration Number:	4768269	NEFF LAND
Registration Number:	4768268	NEFF HOPE
Registration Number:	4768267	NEFF HOPE
Registration Number:	4591489	N377
Registration Number:	4488595	
Registration Number:	3569673	

Property Type	Number	Word Mark
Registration Number:	3569666	NEFF
Registration Number:	3660069	NEFF
Registration Number:	4129148	NEFF
Registration Number:	4637451	
Serial Number:	90395708	FIFTH SUN

CORRESPONDENCE DATA

Fax Number: 2027393001

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.

Phone: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 2: Attn: TMSU

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	058438.14.0847
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	07/27/2021

Total Attachments: 7

source=Mad Engine-Fusion - Second Amended and Restated Trademark Security Agreement#page1.tif
source=Mad Engine-Fusion - Second Amended and Restated Trademark Security Agreement#page2.tif
source=Mad Engine-Fusion - Second Amended and Restated Trademark Security Agreement#page3.tif
source=Mad Engine-Fusion - Second Amended and Restated Trademark Security Agreement#page4.tif
source=Mad Engine-Fusion - Second Amended and Restated Trademark Security Agreement#page5.tif
source=Mad Engine-Fusion - Second Amended and Restated Trademark Security Agreement#page6.tif
source=Mad Engine-Fusion - Second Amended and Restated Trademark Security Agreement#page7.tif

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2021, made by each of the undersigned grantors (individually, a "Grantor", and, collectively, the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Amended and Restated Trademark Security Agreement (this "Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

(a) Marks of such Grantor listed on Schedule I attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral); and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The provisions of Section 13.09 of the Credit Agreement are incorporated herein, *mutatis mutandis*.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in

accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 8. Amendment and Restatement. This Trademark Security Agreement shall become effective on the date set forth above and shall amend and restate and supersede all provisions of that certain Amended and Restated Trademark Security Agreement, dated as of February 25, 2021, between Mad Engine Global, LLC, a Delaware limited liability company, and Collateral Agent, as of date set forth above.

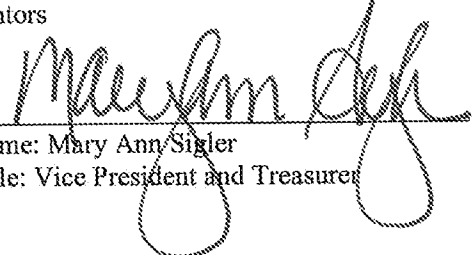
[signature page follows]

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

Very truly yours,

MAD ENGINE GLOBAL, LLC,
a Delaware limited liability company
PROJECT FUSION, LLC,
a Delaware limited liability company,
DBH WORLDWIDE, LLC,
a California limited liability company,
as Grantors

By: _____


Name: Mary Ann Sigler
Title: Vice President and Treasurer

LP3

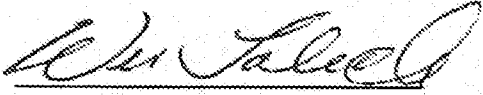
As Vice President and Treasurer of each of the above entities and, in such capacity, intending by this signature to legally bind each of the above entities

[Signature page to Second A&R Trademark Security Agreement]

TRADEMARK
REEL: 007365 FRAME: 0737

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association,
as Collateral Agent

By: 

Name: Wes Takeuchi
Title: Senior Vice President

[Signature page to Second A&R Trademark Security Agreement]


TRADEMARK
REEL: 007365 FRAME: 0738

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Project Fusion, LLC	3383334	Design by Humans
Project Fusion, LLC	5059405	Lost Gods
Mad Engine Global, LLC	4958214	Me 87
Mad Engine Global, LLC	4776398	Glitter Party
Mad Engine Global, LLC	4768631	Mad Crush
Mad Engine Global, LLC	4647805	What Does the Fox Say?
Mad Engine Global, LLC	3158685	Mad Engine (Stylized and design)
Mad Engine Global, LLC	5334995	Mad Engine
Mad Engine Global, LLC	4750313	DOE
Mad Engine Global, LLC	4080207	MF
Mad Engine Global, LLC	3447018	Mini Fine
Mad Engine Global, LLC	3554143	Mustache Brigade
Mad Engine Global, LLC	2772876	Mighty Fine
Mad Engine Global, LLC	2650950	Fine
Mad Engine Global, LLC	4551338	We Love Fine
Mad Engine Global, LLC	3946039	L (Stylized)
Mad Engine Global, LLC	3946034	L R G
Mad Engine Global, LLC	5186705	Research
Mad Engine Global, LLC	4649591	Hustle Trees
Mad Engine Global, LLC	4615772	Stay Lifted
Mad Engine Global, LLC	4597551	LFTD Clothing
Mad Engine Global, LLC	4452641	Hustle Trees

OWNER	REGISTRATION NUMBER	TRADEMARK
Mad Engine Global, LLC	3881735	Lifted Research Group
Mad Engine Global, LLC	3839357	Lux Irie
Mad Engine Global, LLC	3808565	Lifted Research Group
Mad Engine Global, LLC	3753322	L R G
Mad Engine Global, LLC	3738210	Lifted Research Group
Mad Engine Global, LLC	3703616	Miscellaneous Design (Old tree)
Mad Engine Global, LLC	3703618	L (Stylized and heart design)
Mad Engine Global, LLC	3703617	Miscellaneous Design (Old Tree)
Mad Engine Global, LLC	4060797	L R G
Mad Engine Global, LLC	2958307	Miscellaneous Design (New Tree)
Mad Engine Global, LLC	4122298	LRG (Stylized)
Mad Engine Global, LLC	3886593	Miscellaneous Design (New tree in circle)
Mad Engine Global, LLC	3931281	Miscellaneous Design (Old tree)
Mad Engine Global, LLC	3931280	Miscellaneous Design (New Tree)
Mad Engine Global, LLC	3928909	Miscellaneous Design (Heart)
Mad Engine Global, LLC	3925827	LRG (Stylized)
Mad Engine Global, LLC	3920012	L (Stylized-Sideway)
Mad Engine Global, LLC	3990327	L (Stylized)
Mad Engine Global, LLC	4074404	LRG (Stylized)
Mad Engine Global, LLC	3886592	LR GEANS (Stylized)
Mad Engine Global, LLC	2506859	Miscellaneous Design (Old tree)
Mad Engine Global, LLC	2633832	L R G
Mad Engine Global, LLC	2513951	Lifted Research Group
Mad Engine Global, LLC	5039825	N and Design
Mad Engine Global, LLC	4708953	Forever Fun
Mad Engine Global, LLC	4768269	NEFF Land
Mad Engine Global, LLC	4768268	NEFF Hope
Mad Engine Global, LLC	4768267	NEFF Hope

OWNER	REGISTRATION NUMBER	TRADEMARK
Mad Engine Global, LLC	4591489	N377 (Stylized)
Mad Engine Global, LLC	4488595	Miscellaneous Design (Head of girl)
Mad Engine Global, LLC	3569673	Miscellaneous Design (Head of boy)
Mad Engine Global, LLC	3569666	NEFF (Stylized and design – head of boy)
Mad Engine Global, LLC	3660069	NEFF
Mad Engine Global, LLC	4129148	NEFF
Mad Engine Global, LLC	4637451	

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Project Fusion, LLC	90395708	FIFTH SUN
Mad Engine Global, LLC	88116731; (1A)	Lifted Research Group
Mad Engine Global, LLC	88116732; (1A)	LRG
Mad Engine Global, LLC	88116739; (1A)	LRG Script
Mad Engine Global, LLC	88116734; (1A)	Miscellaneous Design (New Tree in circle)