

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728343

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| RESUBMIT DOCUMENT ID: | 900685434 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GOOD AMERICAN, LLC | | 03/30/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 10 S. DEARBORN STREET | | |
| Internal Address: | FLOOR L2N | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5212040 | GA | |
| Registration Number: | 6158352 | GOOD AMERICAN | |
| Serial Number: | 88348810 | GOOD MAMA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2138910400 | | |
| <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: | 2138910700 | | |
| Email: | pnulud@buchalter.com, mmandel@buchalter.com, shinojosa@buchalter.com | | |
| Correspondent Name: | PHILIP NULUD/MONICA MANDEL/SIGI HINOJOSA | | |
| Address Line 1: | BUCHALTER, APC | | |
| Address Line 2: | 1000 WILSHIRE BOULEVARD, SUITE 1500 | | |
| Address Line 4: | LOS ANGELES, CALIFORNIA 90017 | | |
| ATTORNEY DOCKET NUMBER: | J0272-0010 | | |
| NAME OF SUBMITTER: | V. MONICA MANDEL | | |
| SIGNATURE: | /V. Monica Mandel/ | | |

DATE SIGNED:

05/17/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of March 30, 2022, by and between **Good American, LLC**, a Delaware limited liability company (the “Grantor”), and **JPMorgan Chase Bank, N.A.** (the “Lender”).

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, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, as borrower (“Borrower”), the other Loan Parties party thereto from time to time, and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Lender, that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Lender, with the United States Patent and Trademark Office.

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, the 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and grants to the Lender, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks 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 IP License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP 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 IP License with respect to Trademarks.

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 the Grantor to the Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of the 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 the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (which, subject to Section 8.06(b) of the Credit Agreement, may include any Electronic Signatures transmitted by facsimile, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page) 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 (e.g., via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **TERMINATION.** Upon the Payment in Full of the Secured Obligations, Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral under this Trademark Security Agreement.

8. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

9. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, WAIVER OF JURY TRIAL, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.09 AND 8.10 OF THE CREDIT 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.

GRANTOR:

GOOD AMERICAN, LLC,
a Delaware limited liability company






By: _____
Name: Nicolas Tesoriero
Title: Chief Financial Officer


JPMORGAN CHASE BANK, N.A.,
as Lender

By: *H. Kamal*
Name: Hashim Kamal
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached

| TRADEMARK | COUNTRY | CLASSES | REG DATE | REG NUMBER | FILING DATE | FILING NUMBER |
|---|---------------|------------------|------------|------------|-------------|---------------|
|  | EUROPE | 25 | 10/10/2016 | 15402035 | 5/4/2016 | 15402035 |
|  | GREAT BRITIAN | 25 | 10/10/2016 | UK15402035 | 5/4/2016 | UK15402035 |
|  | EUROPE | 3, 9, 14, 18, 35 | 10/10/2016 | 16347593 | 5/16/2017 | 16347593 |
|  | GREAT BRITIAN | 3, 9, 14, 18, 35 | 10/10/2016 | UK16347593 | 5/16/2017 | UK16347593 |
| | | | | | | |
|  | UNITED STATES | 25 | 5/30/2017 | 5,212,040 | 5/4/2016 | 87/024,539 |
| | | | | | | |
| GOOD AMERICAN | CANADA | 18, 25, 35 | N/A | N/A | 1/11/2019 | 1940251 |
| | | | | | | |
| GOOD AMERICAN | EUROPE | 35 | 12/12/2017 | 14839451 | 11/25/2015 | 14839451 |
| GOOD AMERICAN | GREAT BRITIAN | 35 | 12/12/2017 | UK14839451 | 11/25/2015 | UK14839451 |
| GOOD AMERICAN | HONG KONG | 25 | 5/17/2016 | 303779533 | 5/18/2016 | 303779533 |
| | | | | | | |
| GOOD AMERICAN | UNITED STATES | 25, 35 | 9/22/2020 | 6,158,352 | 11/30/2015 | 86/834,107 |
| GOOD AMERICAN ALTA CALIFORNIA | EUROPE | 25 | 11/18/2016 | 15598899 | 6/30/2016 | 15598899 |
| GOOD AMERICAN ALTA CALIFORNIA | GREAT BRITIAN | 25 | 11/18/2016 | UK15598899 | 6/30/2016 | UK15598899 |
| GOOD MAMA | CANADA | 25 | N/A | N/A | 3/20/2019 | 1985253 |
| GOOD MAMA | CHINA | 25 | N/A | N/A | 9/19/2019 | 41134771 |
| GOOD MAMA | EUROPE | 25 | 12/9/2019 | 18125631 | 3/20/2019 | 18125631 |
| GOOD MAMA | GREAT BRITIAN | 25 | 12/9/2019 | UK18125631 | 3/20/2019 | UK18125631 |
| GOOD MAMA | UNITED STATES | 25 | N/A | N/A | 3/20/2019 | 88/348,810 |
| THE GOOD AMERICAN | EUROPE | 18, 25, 35 | 4/27/2018 | 17507931 | 11/21/2017 | 17507931 |
| THE GOOD AMERICAN | GREAT BRITIAN | 18, 25, 35 | 4/27/2018 | UK17507931 | 11/21/2017 | UK17507931 |

| Industrial Design Registrations | COUNTRY | REG DATE | REG NUMBER | FILING DATE | FILING NUMBER |
|--|---------|-----------|----------------|-------------|----------------|
|  | EUROPE | 6/30/2016 | 003257526-0001 | N/A | 003257526-0001 |
| <u>GOOD AMERICAN</u> | EUROPE | 6/30/2016 | 003257526-0002 | N/A | 003257526-0002 |

Domain Names:

goodamerican.com

gastudio.co

gdac.co

good-american.co

good-american.co.uk

good-american.com

good-american.info

good-american.net

good-american.org

goodamerican.clothing

goodamerican.co

goodamerican.co.uk

goodamerican.company

goodamerican.fit

goodamerican.info

goodamerican.net

goodamerican.shop

goodamerican.tv

goodamerican.uk

goodamerican.us

goodamericancompany.com

goodamericanjeans.co.uk

goodamericanjeans.com

shopgoodamerican.co.uk

thegaproject.com

thegoodamerican.biz

thegoodamerican.co

thegoodamerican.co.uk

thegoodamerican.com

thegoodamerican.info

thegoodamerican.net