

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM798351

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
2253 Apparel, LLC		03/22/2023	Limited Liability Company: CALIFORNIA
Cavern Club, LLC		03/22/2023	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank, as Administrative Agent		
<b>Street Address:</b>	411 W. Lafayette Blvd.		
<b>Internal Address:</b>	Corporate Finance, MC 3289		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48226		
<b>Entity Type:</b>	Chartered Bank: TEXAS		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3979893	C PINK	
<b>Registration Number:</b>	4890133	CELEBRITY PINK	
<b>Registration Number:</b>	3713404	CELEBRITY PINK	
<b>Registration Number:</b>	5251956	PLANET PINK	
<b>Registration Number:</b>	6130311	PROJECT CIVILITY	
<b>Registration Number:</b>	5310285	REVERY	
<b>Registration Number:</b>	4089167	LIVERPOOL	
<b>Registration Number:</b>	4231584	LIVERPOOL JEANS COMPANY	
<b>Registration Number:</b>	5421668	LIVERPOOL JEANS COMPANY	
<b>Registration Number:</b>	5495144	LIVERPOOL JEANS COMPANY	
<b>Registration Number:</b>	6427102	LIVERPOOL LOS ANGELES	
<b>Registration Number:</b>	6691690	LVPL	
<b>Registration Number:</b>	5421669		
<b>Serial Number:</b>	86756994	BODY SCULPT	
<b>Serial Number:</b>	85482050	CELEBRITY BLUES	
<b>Serial Number:</b>	86914025	CRAVE	

CH \$615.00 3979893

Property Type	Number	Word Mark
Serial Number:	90674694	DUBAI DENIM
Serial Number:	87034717	EDDY BE GOOD
Serial Number:	97630460	RE GENERATION
Serial Number:	87208569	RWN BY RAWAN
Serial Number:	97351587	SERRA BY JOIE RUCKER
Serial Number:	86001562	CHAMBRAI
Serial Number:	90303034	THE GIA GLIDER
Serial Number:	87217874	REALM DENIM

**CORRESPONDENCE DATA**

**Fax Number:** 2134432926  
*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:** 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

<b>ATTORNEY DOCKET NUMBER:</b>	032A-368754
<b>NAME OF SUBMITTER:</b>	Julie Cravitz
<b>SIGNATURE:</b>	/julie cravitz/
<b>DATE SIGNED:</b>	03/28/2023

**Total Attachments: 7**  
source=2253 Apparel and Cavern Club - IPSA#page1.tif  
source=2253 Apparel and Cavern Club - IPSA#page2.tif  
source=2253 Apparel and Cavern Club - IPSA#page3.tif  
source=2253 Apparel and Cavern Club - IPSA#page4.tif  
source=2253 Apparel and Cavern Club - IPSA#page5.tif  
source=2253 Apparel and Cavern Club - IPSA#page6.tif  
source=2253 Apparel and Cavern Club - IPSA#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 22, 2023 by and among COMERICA BANK, as Administrative Agent for the Lenders (in such capacity and together with its successors and assigns in such capacity, "Agent") and 2253 Apparel, LLC, a California limited liability company and Cavern Club, LLC, a California limited liability company (each a "Grantor").

RECITALS

A. The several financial institutions or other entities from time to time parties thereto ("Lenders") have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement among Agent, Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Grantor and Lenders, Grantor grants and pledges to Agent, for the retable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Agent for the Lenders under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

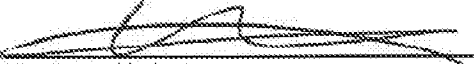
Address of Grantor:

1708 Gage Road  
Montebello, CA 90640  
Attn: Doron Kadosh

GRANTOR:

**2253 APPAREL, LLC**

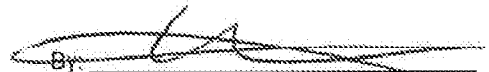
By: Kitov Group, Inc., its Manager

By:   
Name: Doron Kadosh  
Title: Chief Executive Officer

**CAVERN CLUB, LLC**

By: 2253 Apparel, LLC, its Managing Member

By: Kitov Group, Inc., its Manager

By:   
Name: Doron Kadosh  
Title: Chief Executive Officer

Address of Agent:

39200 Six Mile Road  
Mail Code 7578  
Livonia, MI 48152  
Attn: National Documentation Services

AGENT:

**COMERICA BANK**

By: \_\_\_\_\_  
Name: Nick Susnjar  
Title: Senior Vice President

*{Signature Page to Intellectual Property Security Agreement}*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1708 Gage Road  
Menlo Park, CA 94040  
Attn: Doron Kadosh

GRANTOR:

2253 APPAREL, LLC,  
a California limited liability company,  
as a Grantor

By: \_\_\_\_\_  
Name: Doron Kadosh  
Title: Chief Executive Officer and Chief Financial Officer

CAVERN CLUB, LLC,  
a California limited liability company,  
as a Grantor

By: \_\_\_\_\_  
Name: Doron Kadosh  
Title: Chief Executive Officer and Chief Financial Officer

Address of Agent:

39200 Six Mile Road  
Mail Code 7578  
Livonia, MI 48152  
Attn: National Documentation Services

AGENT:

COMERICA BANK

By: \_\_\_\_\_  
Name: Rick Susner  
Title: Senior Vice President

EXHIBIT A

Copyrights

<b>Owner</b>	<b>Full Title</b>	<b>Registration/ Execution Date</b>	<b>Copyright Number</b>
2253 Apparel, LLC	Liverpool Mission Statement	08-24-2011	TXu001 765758
2253 Apparel, LLC	Liverpool Mission Statement.; Text Reg. TXu001765758	07-11-2022	TXu001 765758



EXHIBIT B

Patents

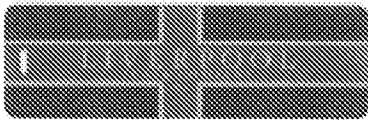
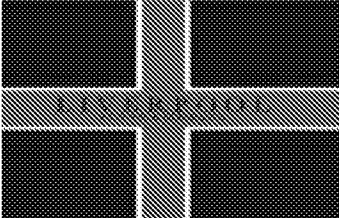








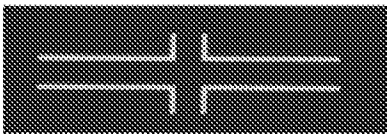
<b>Patent Name</b>	<b>Owner</b>	<b>Registration Date</b>	<b>Patent No. (App. No.)</b>
PANTS	Cavern Club, LLC	August 3, 2021	D926432

EXHIBIT C

Trademarks

Owner	Mark	Application No. or Registration No.	Application Date or Registration Date
2253 Apparel, LLC	BODY SCULPT	86756994	September 15, 2015
2253 Apparel, LLC	C PINK	3979893	June 21, 2011
2253 Apparel, LLC	CELEBRITY BLUES	85482050	November 28, 2011
2253 Apparel, LLC	CELEBRITY PINK	4890133	January 19, 2016
2253 Apparel, LLC	CELEBRITY PINK	3713404	November 17, 2009
2253 Apparel, LLC	CRAVE	86914025	February 19, 2016
2253 Apparel, LLC	DUBAI DENIM	90674694	April 27, 2021
2253 Apparel, LLC	EDDY BE GOOD	87034717	May 12, 2016
2253 Apparel, LLC	PLANET PINK	5251956	July 25, 2017
██████████	██████████	██████████	██████████
2253 Apparel, LLC	PROJECT CIVILITY	6130311	August 18, 2020
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
2253 Apparel, LLC		97630460	October, 13, 2022
2253 Apparel, LLC	REVERY	5310285	October 17, 2017
2253 Apparel, LLC	RWN BY RAWAN 	87208569	October 19, 2016
2253 Apparel, LLC	SERRA BY J. RUCKER	97351587	April 7, 2022



Cavern Club, LLC	CHAMBRAI	86001562	July 3, 2013
Cavern Club, LLC	LIVERPOOL	4089167	January 17, 2012
Cavern Club, LLC	LIVERPOOL JEANS COMPANY <sup>1</sup> 	4231584	October 23, 2012
Cavern Club, LLC	LIVERPOOL JEANS COMPANY	5421668	March 13, 2018
Cavern Club, LLC	LIVERPOOL JEANS COMPANY 	5495144	June 19, 2018
			
Cavern Club, LLC	LIVERPOOL LOS ANGELES	6427102	July 20, 2021
Cavern Club, LLC	LVPL	6691690	April 5, 2022
Cavern Club, LLC	THE GIA GLIDER THE <i>GIA GLIDER</i>	90303034	November 6, 2020
			
Cavern Club, LLC		5421669	March 13, 2018
Cavern Club, LLC	Realm Denim	87217874	October 27, 2016

<sup>1</sup> Assignment from 2253 Apparel, Inc. to Cavern Club, LLC, recorded on 2/7/2013.