

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812654

| | | | |
|---|------------------------------------|------------------------|--------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Brand Evangelists For Beauty Limited | | 03/23/2023 | Corporation: ENGLAND AND WALES |
| Brand Evangelists For Beauty Inc. | | 03/23/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | One Bryant Park | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6351090 | THE INKEY LIST | |
| Registration Number: | 6351091 | YOUR BEAUTY TRANSLATOR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 8007130755 | | |
| Email: | results-uccteam6@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 #93127993TF | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Gabriela Zapata | | |
| SIGNATURE: | /Gabriela Zapata/ | | |
| DATE SIGNED: | 05/24/2023 | | |
| Total Attachments: 14 source=IP trademark#page1.tif | | | |

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Brand Evangelists For Beauty Limited
Brand Evangelists For Beauty Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other England and Wales corporation

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 23, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: One Bryant Park

City: New York

State: New York

Country: USA Zip: 10036

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See attached.

See attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

N/A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Woolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Docket Number: _____

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

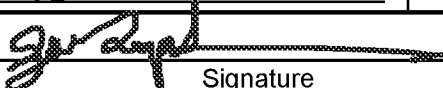
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

5/23/23

Date

Gabriela Zapata

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of May 23, 2023, is made by and between **BRAND EVANGELISTS FOR BEAUTY LIMITED**, a company incorporated in England and Wales with company number 10787576 ("UK Borrower"), **BRAND EVANGELISTS FOR BEAUTY INC.** ("US Borrower"; and together with UK Borrower, each a "Grantor"), in favor of **BANK OF AMERICA, N.A.** ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended or modified from time to time, the "Loan Agreement"), by and among Grantor and Lender.

WHEREAS, pursuant to financing arrangements under the Loan Agreement, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the Intellectual Property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Lender as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby confirms that it pledged and granted to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (all of the following is collectively referred to as the "Trademark Collateral") under the Loan Agreement:

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C.

§ 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender upon and during the continuance of an Event of Default hereunder and under Loan Agreement and other Loan Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

10. UK Debenture. Insofar as there is any conflict or inconsistency between the terms of this Trademark Security Agreement and the terms of the UK Debenture, then, insofar as such conflict or inconsistency relates to any of the Intellectual Property from time to time located in England and Wales, the terms of the UK Debenture shall prevail.

[Signature Page Follows]

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

GRANTOR:

BRAND EVANGELISTS FOR BEAUTY LIMITED
as UK Borrower

By: 

Name: JAMES ROWLANDS

Title: C.F.O

BRAND EVANGELISTS FOR BEAUTY INC.
as US Borrower

By:

Name:

Title:

[Signature Page to US Trademark Security Agreement]


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

GRANTOR:

BRAND EVANGELISTS FOR BEAUTY LIMITED
as UK Borrower

By: _____
Name:
Title:

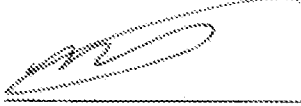
BRAND EVANGELISTS FOR BEAUTY INC.
as US Borrower

By: 
Name: COLETTE LAXTON
Title: CEO

[Signature Page to US Trademark Security Agreement]

AGREED TO AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Mike Behrman
Title: VP

[Signature Page to US Trademark Security Agreement]

TRADEMARK
REEL: 008082 FRAME: 0365

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that each of **BRAND EVANGELISTS FOR BEAUTY LIMITED**, a company incorporated in England and Wales with company number 10787576 (“UK Borrower”), **BRAND EVANGELISTS FOR BEAUTY INC.** (“US Borrower”; and together with UK Borrower, each a “Grantor”), in connection with that certain Loan and Security Agreement, by and among each Grantor and the Lender (as defined below), dated of even date herewith (as amended or modified from time to time, the “*Loan Agreement*”; capitalized terms used herein are used as defined in the Loan Agreement), hereby appoints BANK OF AMERICA, N.A. (“Lender”) and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the “Trademark Security Agreement”)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

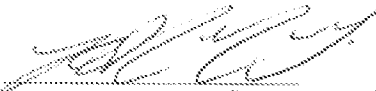
This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of May 23, 2023.

[Signature Page Follows]

GRANTOR:

BRAND EVANGELISTS FOR BEAUTY LIMITED
as UK Borrower

By: 
Name: JAMES ROWLANDS
Title: C.F.O.

BRAND EVANGELISTS FOR BEAUTY INC.
as US Borrower

By: _____
Name:
Title:

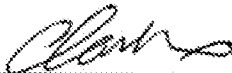
[Signature Page to Special Power of Attorney - Trademarks]

GRANTOR:

BRAND EVANGELISTS FOR BEAUTY LIMITED
as UK Borrower

By: _____
Name:
Title:

BRAND EVANGELISTS FOR BEAUTY INC.
as US Borrower

By: 
Name: COLETTE LAXTON
Title: CEO

[Signature Page to Special Power of Attorney – Trademarks]

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

PART 1. US REGISTERED TRADEMARKS:

| | Title/Mark | Jurisdiction | Application No. | Application Date | Registration No. | Registration Date | Status |
|---|---------------------------|--------------------------|-----------------|------------------|------------------|-------------------|------------|
| 1 | THE INKEY LIST (Stylized) | United States of America | 88332162 | 3/8/2019 | 6351090 | 5/18/2021 | Registered |
| 2 | YOUR BEAUTY TRANSLATOR | United States of America | 88332275 | 3/8/2019 | 6351091 | 5/18/2021 | Registered |
| 3 | THE GIFT OF KNOWLEDGE | United States of America | 79327055 | 5/13/2021 | | | Pending |

PART 2. NON-US REGISTERED TRADEMARKS:

| Title/Mark | Jurisdiction | Application No. | Application Date | Registration No. | Registration Date | Status |
|---------------------------|--------------|-----------------|------------------|------------------|-------------------|------------|
| THE GIFT OF KNOWLEDGE | Australia | 1629415 | 5/13/2021 | 1629415 | 2/10/2022 | Registered |
| THE INKEY LIST (Stylized) | Australia | 1994891 | 3/11/2019 | 1994891 | 2/19/2020 | Registered |
| YOUR BEAUTY TRANSLATOR | Australia | 1994894 | 3/11/2019 | 1994894 | 2/19/2020 | Registered |
| THE GIFT OF KNOWLEDGE | Bangladesh | 261227 | 5/17/2021 | | | Pending |
| THE INKEY LIST (Stylized) | Bangladesh | 257577 | 2/14/2021 | | | Pending |

| Title/Mark | Jurisdiction | Application No. | Application Date | Registration No. | Registration Date | Status |
|---------------------------|-------------------|-----------------|------------------|------------------|-------------------|------------|
| THE GIFT OF KNOWLEDGE | Brazil | 501629415 | 5/13/2021 | 501629415 | 11/1/2022 | Registered |
| THE INKEY LIST (Stylized) | Brazil | 920252753 | 7/24/2020 | 920252753 | 6/1/2021 | Registered |
| THE GIFT OF KNOWLEDGE | Brunei Darussalam | 1629415 | 5/13/2021 | | | Pending |
| THE INKEY LIST (Stylized) | Brunei Darussalam | 1485094 | 2/4/2021 | | | Pending |
| THE GIFT OF KNOWLEDGE | Cambodia | 1629415 | 5/13/2021 | 1629415 | 2/17/2023 | Registered |
| THE INKEY LIST (Stylized) | Cambodia | 1485094 | 2/4/2021 | 1485094 | 7/19/2022 | Registered |
| THE INKEY LIST (Stylized) | China | 39173047 | 6/28/2019 | 39173047 | 3/28/2022 | Registered |
| THE INKEY LIST (Stylized) | China | 53624530 | 2/7/2021 | 53624530 | 9/28/2022 | Registered |
| THE INKEY LIST (Stylized) | China | 58562976 | 8/18/2021 | | | Pending |
| THE INKEY LIST (Stylized) | China | 61292574 | 12/9/2021 | | | Pending |
| THE GIFT OF KNOWLEDGE | Colombia | 1629415 | 5/13/2021 | 722966 | 10/7/2022 | Registered |
| THE INKEY LIST (Stylized) | Colombia | 1485094 | 5/8/2019 | 1485094 | 6/25/2020 | Registered |
| THE GIFT OF KNOWLEDGE | European Union | 1629415 | 5/13/2021 | 1629415 | 4/20/2022 | Registered |
| THE INKEY LIST (Stylized) | European Union | 018033788 | 3/8/2019 | 018033788 | 7/25/2019 | Registered |
| YOUR BEAUTY TRANSLATOR | European Union | 018033593 | 3/8/2019 | 018033593 | 7/25/2019 | Registered |
| THE GIFT OF KNOWLEDGE | Hong Kong | 305624271 | 5/13/2021 | 305624271 | 9/30/2021 | Registered |
| THE INKEY LIST (Stylized) | Hong Kong | 304918159 | 5/9/2019 | 304918159 | 2/14/2020 | Registered |
| THE GIFT OF KNOWLEDGE | India | 5238091 | 5/13/2021 | | | Pending |
| THE INKEY LIST (Stylized) | India | 5655191 | 10/20/2022 | | | Pending |

| Title/Mark | Jurisdiction | Application No. | Application Date | Registration No. | Registration Date | Status |
|---------------------------|--------------------|-----------------|------------------|------------------|-------------------|------------|
| THE GIFT OF KNOWLEDGE | Japan | 1629415 | 5/13/2021 | | | Pending |
| THE INKEY LIST (Stylized) | Japan | 1485094 | 2/4/2021 | 1485094 | 6/30/2022 | Registered |
| THE GIFT OF KNOWLEDGE | Laos | 1629415 | 5/13/2021 | 1629415 | 7/29/2022 | Registered |
| THE INKEY LIST (Stylized) | Laos | 1485094 | 2/4/2021 | 1485094 | 3/9/2022 | Registered |
| THE GIFT OF KNOWLEDGE | Madrid Protocol | 1629415 | 5/13/2021 | 1629415 | 5/13/2021 | Registered |
| THE INKEY LIST (Stylized) | Madrid Protocol | 1485094 | 5/8/2019 | 1485094 | 5/8/2019 | Registered |
| THE GIFT OF KNOWLEDGE | Malaysia | 1629415 | 5/13/2021 | | | Pending |
| THE INKEY LIST (Stylized) | Malaysia | 2019017384 | 5/14/2019 | 2019017384 | 5/14/2019 | Registered |
| THE GIFT OF KNOWLEDGE | Mexico | 1629415 | 5/13/2021 | 1629415 | 8/29/2022 | Registered |
| THE INKEY LIST (Stylized) | Mexico | 2397501 | 7/10/2020 | 1485094 | 5/19/2022 | Registered |
| THE GIFT OF KNOWLEDGE | Myanmar | T/2022/000510 | 2/7/2022 | | | Pending |
| THE INKEY LIST (Stylized) | Myanmar | T/2021/020993 | 10/19/2021 | | | Pending |
| THE GIFT OF KNOWLEDGE | New Zealand | 1196730 | 5/13/2021 | 1196730 | 6/28/2022 | Registered |
| THE GIFT OF KNOWLEDGE | Pakistan | 615562 | 5/17/2021 | | | Pending |
| THE INKEY LIST (Stylized) | Pakistan | 603018 | 2/11/2021 | 603018 | 2/10/2023 | Registered |
| THE GIFT OF KNOWLEDGE | Philippines | 1629415 | 5/13/2021 | 1629415 | 1/13/2022 | Registered |
| THE INKEY LIST (Stylized) | Philippines | 1485094 | 5/8/2019 | 1485094 | 10/31/2019 | Registered |
| THE GIFT OF KNOWLEDGE | Russian Federation | 1629415 | 5/13/2021 | 1629415 | 2/24/2022 | Registered |

| Title/Mark | Jurisdiction | Application No. | Application Date | Registration No. | Registration Date | Status |
|---------------------------|--------------------|-----------------|------------------|------------------|-------------------|------------|
| THE INKEY LIST (Stylized) | Russian Federation | 1485094 | 5/8/2019 | 1485094 | 2/21/2020 | Registered |
| THE GIFT OF KNOWLEDGE | Singapore | 40202129131R | 5/13/2021 | 40202129131R | 12/27/2022 | Registered |
| THE INKEY LIST (Stylized) | Singapore | 40201918991R | 5/8/2019 | 40201918991R | 3/18/2020 | Registered |
| THE GIFT OF KNOWLEDGE | Sri Lanka | 261183 | 5/17/2021 | | | Pending |
| THE INKEY LIST (Stylized) | Sri Lanka | 258282 | 2/8/2021 | | | Pending |
| THE GIFT OF KNOWLEDGE | Taiwan | 110034310 | 5/14/2021 | 02260841 | 11/1/2022 | Registered |
| THE INKEY LIST (Stylized) | Taiwan | 110009004 | 2/5/2021 | 02255402 | 10/16/2022 | Registered |
| THE GIFT OF KNOWLEDGE | Thailand | 1629415 | 5/13/2021 | | | Pending |
| THE INKEY LIST (Stylized) | Thailand | 1485094 | 5/8/2019 | | | Pending |
| BE FOR BEAUTY | United Kingdom | 3272655 | 11/23/2017 | 3272655 | 3/30/2018 | Registered |
| BEAUTY HAX | United Kingdom | 3272561 | 11/23/2017 | 3272561 | 2/23/2018 | Registered |
| BOD | United Kingdom | 3272322 | 11/22/2017 | 3272322 | 4/27/2018 | Registered |
| BOD BAKE | United Kingdom | 3272398 | 11/22/2017 | 3272398 | 2/23/2018 | Registered |
| BODY ON DEMAND | United Kingdom | 3272375 | 11/22/2017 | 3272375 | 2/23/2018 | Registered |
| BRIGHTEN-I | United Kingdom | 3428565 | 9/13/2019 | 3428565 | 1/10/2020 | Registered |
| HAX | United Kingdom | 3219292 | 3/17/2017 | 3219292 | 8/25/2017 | Registered |
| LIPSOLVE | United Kingdom | 3219294 | 3/17/2017 | 3219294 | 6/2/2017 | Registered |
| ME | United Kingdom | 3272668 | 11/23/2017 | 3272668 | 4/20/2018 | Registered |
| NO LABELS | United Kingdom | 3302115 | 4/6/2018 | 3302115 | 7/6/2018 | Registered |

TRADEMARK
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| Title/Mark | Jurisdiction | Application No. | Application Date | Registration No. | Registration Date | Status |
|---------------------------|----------------|-----------------|------------------|------------------|-------------------|------------|
| SECRET ESCAPE | United Kingdom | 3214832 | 2/23/2017 | 3214832 | 5/19/2017 | Registered |
| THE GIFT OF KNOWLEDGE | United Kingdom | 3555473 | 11/13/2020 | 3555473 | 3/26/2021 | Registered |
| THE INKEY LIST (Stylized) | United Kingdom | 3319706 | 6/22/2018 | 3319706 | 9/21/2018 | Registered |
| THE INKEY LIST (Stylized) | United Kingdom | 018033788 | 3/8/2019 | UK00918033788 | 7/25/2019 | Registered |
| YOUR BEAUTY TRANSLATOR | United Kingdom | 3320840 | 6/27/2018 | 3320840 | 9/28/2018 | Registered |
| YOUR BEAUTY TRANSLATOR | United Kingdom | 018033593 | 3/8/2019 | UK00918033593 | 7/25/2019 | Registered |
| THE GIFT OF KNOWLEDGE | Vietnam | 1629415 | 5/13/2021 | | | Pending |
| THE INKEY LIST (Stylized) | Vietnam | 1485094 | 2/4/2021 | 424191 | 8/25/2022 | Registered |

TRADEMARK

REEL: 008082 FRAME: 0373

RECORDED: 05/24/2023

[Signature Page to Special Power of Attorney – Trademarks]