

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM620533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEALL'S, INC.		01/05/2021	Corporation: FLORIDA
BEALLS STORES, INC.		01/05/2021	Corporation: FLORIDA
BEALL'S IMPORTS, INC.		01/05/2021	Corporation: FLORIDA
BEALL'S OUTLET STORES, INC.		01/05/2021	Corporation: FLORIDA
BURKE'S OUTLET STORES, LLC		01/05/2021	Limited Liability Company: TEXAS
BEALL'S HEALTH AND FITNESS, LLC		01/05/2021	Limited Liability Company: FLORIDA
BDSRCO, INC.		01/05/2021	Corporation: DELAWARE
BUNULU, LLC		01/05/2021	Limited Liability Company: FLORIDA
SEJAX HOLDINGS, LLC		01/05/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	125 High Street, 11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 115			
Property Type	Number	Word Mark	
Registration Number:	5228220	CLICK&FIND	
Registration Number:	5247675	COAST2COAST REWARDS	
Registration Number:	5257900	THE SCENE	
Registration Number:	5257968	COASTAL HOME	
Registration Number:	5262480	JUNIPER + LIME	
Registration Number:	5292872	BEACH CHIC	
Registration Number:	5331291	REEL-TEC	

OP \$2890.00 5228220

Property Type	Number	Word Mark
Registration Number:	5392645	COASTAL WASH
Registration Number:	5392646	SUNNY DAY TECH
Registration Number:	5398174	LEGENDARY LACES
Registration Number:	5414211	RB3
Registration Number:	5425273	RB3
Registration Number:	5425274	RB3
Registration Number:	5439648	REEL LEGENDS
Registration Number:	5450434	WEAR 2 WORK
Registration Number:	5455246	SOUTHERN LEGENDS
Registration Number:	5469653	W2W
Registration Number:	5488124	JUNIPER + LIME
Registration Number:	5499289	GREY & DISORDERLY
Registration Number:	5556333	ART & SOL
Registration Number:	5582141	SUNGRIA DAZE
Registration Number:	5582417	MAORI HOOK
Registration Number:	5587637	ALDONA B
Registration Number:	5587638	KRYSTEL B
Registration Number:	5587802	BRISAS
Registration Number:	5612856	CHUBBY MERMAIDS
Registration Number:	5623987	COASTAL KITCHEN
Registration Number:	5629543	LOCO SKAILZ
Registration Number:	5639548	PIPER & TAYLOR
Registration Number:	5644938	COASTAL HOME
Registration Number:	5645470	TACKLE & TIDES
Registration Number:	5687097	PIPER & TAYLOR
Registration Number:	5691867	
Registration Number:	5757717	MAORI HOOK
Registration Number:	5770717	BOCA ISLANDWEAR
Registration Number:	5776138	TACKLE & TIDES
Registration Number:	5782527	LILLIE GREEN
Registration Number:	5795913	METEOR
Registration Number:	5855191	FLORIDA STRONG
Registration Number:	5863794	FLATWOOD THREADS
Registration Number:	5900620	SCHOOL COLORS
Registration Number:	5954826	FREELINE
Registration Number:	5957797	LILLIE GREEN
Registration Number:	5957799	CORAL BAY GOLF
Registration Number:	6004223	CHUBBY MERMAIDS

Property Type	Number	Word Mark
Registration Number:	6043747	DINK UP
Registration Number:	6049760	NUKUZE
Registration Number:	6080283	ME + MY MATERNITY
Registration Number:	6091762	TROPICAL STATE OF MIND
Registration Number:	1563887	BEALLS
Registration Number:	1684402	CAPE CLASSIC
Registration Number:	4742049	CLUB 50 PLUS
Registration Number:	2548132	G
Registration Number:	2640229	G SOMETHING UNEXPECTED
Registration Number:	3045751	GIVE THE UNEXPECTED
Registration Number:	2529306	GOODY'S
Registration Number:	1606015	GOODY'S FAMILY CLOTHING
Registration Number:	2379498	GORDMANS
Registration Number:	5442645	GREWARDS
Registration Number:	1475067	HANNAH
Registration Number:	2657455	IVY CREW
Registration Number:	4660343	JINGLE BELL LANE
Registration Number:	4660342	JINGLE BELL LANE
Registration Number:	4660341	JINGLE BELL LANE
Registration Number:	4649865	JINGLE BELL LANE
Registration Number:	4649826	MAX & MINI
Registration Number:	4649853	MAX & MINI
Registration Number:	4649852	MAX & MINI
Registration Number:	2561162	MOUNTAIN LAKE
Registration Number:	2785222	PALAIS ROYAL
Registration Number:	1492322	PEEBLES
Registration Number:	1769352	PRIVATE EXPRESSIONS
Registration Number:	2821443	REBECCA MALONE
Registration Number:	4739968	RUSTIC BLUE
Registration Number:	2072046	SIGNATURE STUDIO
Registration Number:	3280578	SIGNATURE STUDIO
Registration Number:	4838271	SIGNATURE STUDIO
Registration Number:	2721561	SOMETHING UNEXPECTED
Registration Number:	5362648	SPOT ON VALUE
Registration Number:	1525762	STAGE
Registration Number:	5069575	STAGE
Registration Number:	5142482	STAGE
Registration Number:	5335731	STYLE CIRCLE

Property Type	Number	Word Mark
Registration Number:	4860808	STYLE CIRCLE REWARDS
Registration Number:	2080349	SUN RIVER CLOTHING CO.
Registration Number:	4177006	VALERIE STEVENS
Registration Number:	4838287	VALERIE STEVENS
Registration Number:	2094031	WHISPERS
Registration Number:	3887766	WISHFUL PARK
Registration Number:	4062356	WISHFUL PARK
Registration Number:	2515145	Y.E.S. YOUR EVERYDAY SAVINGS
Serial Number:	88092270	RANGE :360
Serial Number:	88499312	DINK UP
Serial Number:	88596792	BAGA
Serial Number:	88596813	REEL LEGENDS
Serial Number:	88698000	ECONNECT
Serial Number:	88747797	BRIGHTEN THE SEASON
Serial Number:	90064404	DOT & ZAZZ
Registration Number:	5308454	HOME CENTRIC
Registration Number:	5331403	RUGGED EARTH OUTFITTERS
Registration Number:	5512727	
Registration Number:	5607662	IKONIK
Registration Number:	5628850	INSPIRED LIVING FOR LESS
Registration Number:	5643938	KATE PARK
Registration Number:	5643939	CASEY KEY
Registration Number:	5645245	MAGICAL SEASON
Registration Number:	5716581	LEO & LUNA
Registration Number:	5783541	MAGICAL SEASON
Registration Number:	5792157	BURKES
Registration Number:	5914169	B
Serial Number:	88651596	EXCURZION
Serial Number:	88708498	ISLAND SHORES
Serial Number:	88794502	AUTUMN GATHERINGS
Serial Number:	88921262	MAGICAL SEASON
Serial Number:	90157356	BRIGHT SKY

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.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1315276

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 01/15/2021

Total Attachments: 16

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**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this “Amendment”) is made as of January 5, 2021, by and among (a) each of the Persons party hereto as a “Grantor” (each such Person, individually, a “Grantor” and, collectively, the “Grantors”), and (b) Wells Fargo Bank, National Association (as successor by merger to Wells Fargo Retail Finance, LLC), as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Credit Parties, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of April 11, 2008 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “IP Security Agreement”), by and among the Grantors and the Collateral Agent, pursuant to which, among other things, the Grantors granted to the Collateral Agent, for the ratable benefit of the Credit Parties, a continuing security interest in and to the IP Collateral (as defined therein); and

WHEREAS, OUTRCO, Inc., a Florida corporation and a Grantor under the IP Security Agreement (“OUTRCO”), previously granted to the Collateral Agent a continuing security interest in the IP Collateral owned by OUTRCO (as further defined herein, the “OUTRCO IP Collateral”), pursuant to the IP Security Agreement.

WHEREAS, the Grantors have advised the Collateral Agent that as effective as of August 2, 2020, OUTRCO merged with and into BDSRCO, a Florida corporation and a Grantor under the IP Security Agreement (“BDSRCO”), and as a result thereof, all OUTRCO IP Collateral is now owned by BDSRCO;

WHEREAS, the Grantors have advised the Collateral Agent that certain of the Grantors have acquired certain additional IP Collateral; and

WHEREAS, the Grantors and the Collateral Agent now wish to amend, modify and supplement the IP Security Agreement and, without limiting the foregoing, confirm and ratify the Collateral Agent’s continuing security interest in and to the IP Collateral (including, without limitation, the OUTRCO IP Collateral), as more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Credit Agreement (as applicable).
2. Amendments to IP Security Agreement.

- (a) Section 4 of the IP Security Agreement is hereby amended by deleting the phrase “as of the Third Amendment Effective Date” in each instance where it appears in such Section and replacing such phrase with “as of January 5, 2021”.
- (b) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT A** thereto by (i) adding to such **EXHIBIT A** the **EXHIBIT A-1** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Copyrights and Copyright Licenses described on such **EXHIBIT A-1** (collectively, the “New Copyrights”), and (ii) designating all Copyrights and Copyright Licenses previously identified as being owned by OUTRCO as now being owned by BDSRCO as set forth on **EXHIBIT A-2** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Copyrights and Copyright Licenses described on such **EXHIBIT A-2** (collectively, the “OUTRCO Copyrights”). For purposes of clarity, such **EXHIBITS A-1** and **A-2** shall be deemed to supplement, rather than replace, **EXHIBIT A** annexed to the IP Security Agreement.
- (c) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT B** thereto by (i) adding to such **EXHIBIT B** the **EXHIBIT B-1** annexed hereto, and the IP Collateral described in Section 2(b) of the IP Security Agreement shall be deemed to include the Patents and Patent Licenses described on such **EXHIBIT B-1** (collectively, the “New Patents”), and (ii) designating all Patents and Patent Licenses previously identified as being owned by OUTRCO as now being owned by BDSRCO as set forth on **EXHIBIT B-2** annexed hereto, and the IP Collateral described in Section 2(b) of the IP Security Agreement shall be deemed to include the Patents and Patent Licenses described on such **EXHIBIT B-2** (collectively, the “OUTRCO Patents”). For purposes of clarity, such **EXHIBITS B-1** and **B-2** shall be deemed to supplement, rather than replace, **EXHIBIT B** annexed to the IP Security Agreement.
- (d) The provisions of the IP Security Agreement are hereby amended by supplementing **EXHIBIT C** thereto by (i) adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto, and the IP Collateral described in Section 2(c) of the IP Security Agreement shall be deemed to include the Trademarks and Trademark Licenses described on such **EXHIBIT C-1** (collectively, the “New Trademarks”, and together with the New Copyrights and the New Patents, collectively, the “New IP”), and (ii) designating all Trademarks and Trademark Licenses previously identified as being owned by OUTRCO as now being owned by BDSRCO as set forth on **EXHIBIT C-2** annexed hereto, and the IP Collateral described in Section 2(c) of the IP Security Agreement shall be deemed to include the Trademarks and Trademark Licenses described on such **EXHIBIT C-2** (collectively, the “OUTRCO Trademarks”, and together with the OUTRCO Copyrights and the OUTRCO Patents, collectively, the “OUTRCO IP”; the OUTRCO IP, together with all of the Grantors’ assets of the type described in Section 2 of the IP Security Agreement relating to the OUTRCO IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing, is

collectively referred to herein as the “OUTRCO IP Collateral”). For purposes of clarity, such **EXHIBITS C-1** and **C-2** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.

3. Ratification of Security Interest. In furtherance and as confirmation of the security interest granted by such Grantors to the Collateral Agent (for the ratable benefit of the Credit Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby:
 - (a) confirms and ratifies the grant of security interest in the IP Collateral (including, without limitation, the OUTRCO IP Collateral) previously provided to the Collateral Agent (for the ratable benefit of the Credit Parties) pursuant to the IP Security Agreement, and
 - (b) further grants to the Collateral Agent (for the ratable benefit of the Credit Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the New IP, together with all of such Grantor’s assets of the type described in Section 2 of the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (collectively, the “New IP Collateral”).
4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including, without limitation, the OUTRCO IP Collateral and the New IP Collateral) shall continue to secure the Secured Obligations.
5. Miscellaneous.
 - (a) This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. An executed facsimile or electronic copy of this Amendment shall be effective for all purposes as an original hereof.
 - (b) The IP Security Agreement, as amended by this Amendment, expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.
 - (c) Any determination that any provision of this Amendment or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not affect the validity, legality, or enforceability of such provision in any other

instance, or the validity, legality or enforceability of any other provisions of this Amendment.

- (d) This Amendment and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the law of the State of Massachusetts.

[signature pages follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Confirmation and Ratification to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

BEALL'S, INC.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: VP - Treasurer

BEALLS STORES, INC.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Asst. Secretary / Treasurer

BEALL'S IMPORTS, INC.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Secretary / Treasurer

BEALL'S OUTLET STORES, INC.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Asst. Secretary / Treasurer

BURKE'S OUTLET STORES, LLC

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Asst. Secretary / Treasurer

BEALL'S HEALTH AND FITNESS, LLC

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Secretary and Treasurer

BDSRCO, INC.

By: Michael Maddaloni
Name: Michael Maddaloni
Title: President

BUNULU, LLC

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Secretary / Treasurer

SEJAX HOLDINGS, LLC

By: Michael Maddaloni
Name: Michael Maddaloni
Title: Secretary and Treasurer

COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION (as successor by merger to Wells
Fargo Retail Finance, LLC)

By: Maggie Tansend
Name: Maggie Tansend
Title: Director

EXHIBIT A-1

Supplemental List of Copyrights and Copyright Licenses (OUTRCO)

Copyright Registrations and Applications

NONE

Copyright Licenses

NONE

EXHIBIT A-2

List of Copyrights and Copyright Licenses (OUTRCO)

Copyright Registrations and Applications

NONE

Copyright Licenses

NONE

EXHIBIT B-1

Supplemental List of Patents and Patent Licenses

Patents and Patent Applications

NONE

Patent Licenses

NONE

EXHIBIT B-2

List of Patents and Patent Licenses (OUTRCO)

Patents and Patent Applications

NONE

Patent Licenses

NONE

EXHIBIT C-1

Supplemental List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

(All of the below trademark registrations and applications are owned by BDSRCO, Inc.)

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Click & Find (Service Mark)	5228220	6/20/2017
Coast2Coast Rewards (Service Mark)	5247675	7/18/2017
The Scene (Service Mark)	5257900	8/1/2017
Coastal Home (Silk Flowers)	5257968	8/1/2017
Juniper + Lime (Women's Clothing)	5262480	8/8/2017
Beach Chic (Jewelry)	5292872	9/19/2017
Reel-Tec (Performance Clothing)	5331291	11/7/2017
Coastal Wash (Clothing)	5392645	1/30/2018
Sunny Day Tech (Clothing)	5392646	1/30/2018
Legendary Laces (Children's Footwear)	5398174	2/6/2018
RB3 (Men's Clothing)	5414211	2/27/2018
RB3 (Mens Clothing-RB3 Stylized)	5425273	3/13/2018
RB3 (Men's Clothing-RB3 Design)	5425274	3/13/2018
Reel Legends (Outdoor Chairs)	5439648	4/3/2018
Wear 2 Work (Service Mark)	5450434	4/17/2018
Southern Legends (Tumblers)	5455246	4/24/2018
W2W (Service Mark)	5469653	5/15/2018
Juniper + Lime (Jewelry & Handbags)	5488124	6/5/2018
Grey & Disorderly (Men's Clothing)	5499289	6/19/2018
Art & Sol (Home Goods)	5556333	9/4/2018
Sungria Daze (Handbags)	5582141	10/9/2018
Maori Hook (Clothing)	5582417	10/9/2018
Aldona B (Jewelry)	5587637	10/16/2018
Krystel B (Jewelry)	5587638	10/16/2018
Brisas (Footwear)	5587802	10/16/2018
Chubby Mermaids (Woman's Clothing)	5612856	11/20/2018
Coastal Kitchen (Kitchen Containers or Utensils)	5623987	12/4/2018
Loco Skailz (Clothing)	5629543	12/11/2018
Piper & Taylor (Sleepwear)	5639548	12/25/2018
Coastal Home (Metal Hooks)	5644938	1/1/2019
Tackle & Tides (Swimwear)	5645470	1/1/2019
Piper & Taylor (Jewelry)	5687097	2/26/2019
Florida Strong Arm Design Only (Clothing)	5691867	3/5/2019
Maori Hook with Design (Clothing)	5757717	5/21/2019
Boca Islandwear (Clothing)	5770717	6/4/2019
Tackle & Tides (Handbags)	5776138	6/11/2019
Lillie Green (Ladies Golf Apparel)	5782527	6/18/2019
Meteor (Beverageware)	5795913	7/2/2019
Florida Strong with Arm Design (Clothing)	5855191	9/10/2019

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Flatwood Threads (Clothing)	5863794	9/17/2019
School Colors (Clothing)	5900620	11/5/2019
Freeline (Clothing)	5954826	1/7/2020
Lillie Green (Golf Gloves)	5957797	1/7/2020
Coral Bay Golf (Golf Gloves)	5957799	1/7/2020
Chubby Mermaids (Jewelry)	6004223	3/3/2020
Dink Up (Clothing)	6043747	4/28/2020
Nukuze (Beverageware)	6049760	5/5/2020
Me + My Maternity (Service Mark)	6080283	6/16/2020
Tropical State of Mind (Clothing)	6091762	6/30/2020
BEALLS	1563887	10/31/1989
CAPE CLASSIC	1684402	04/28/1992
CLUB 50 PLUS	4742049	05/26/2015
G	2548132	03/12/2002
G SOMETHING UNEXPECTED	2640229	10/22/2002
GIVE THE UNEXPECTED	3045751	01/17/2006
GOODY'S	2529306	01/15/2002
GOODY'S FAMILY CLOTHING	1606015	07/10/1990
GORDMANS	2379498	08/22/2000
gREWARDS	5442645	04/10/2018
HANNAH	1475067	02/02/1988
IVY CREW	2657455	12/10/2002
JINGLE BELL LANE	4660343	12/23/2014
JINGLE BELL LANE	4660342	12/23/2014
JINGLE BELL LANE	4660341	12/23/2014
JINGLE BELL LANE	4649865	12/02/2014
MAX & MINI	4649826	12/02/2014
MAX & MINI (design in squares)	4649853	12/02/2014
MAX & MINI (silhouette)	4649852	12/02/2014
MOUNTAIN LAKE	2561162	04/16/2002
PALAIS ROYAL	2785222	11/25/2003
PEEBLES	1492322	06/14/1988
PRIVATE EXPRESSIONS	1769352	05/04/1993
REBECCA MALONE	2821443	03/09/2004
RUSTIC BLUE	4739968	05/19/2015
SIGNATURE STUDIO	2072046	06/17/1997
SIGNATURE STUDIO	3280578	08/14/2007
SIGNATURE STUDIO	4838271	10/20/2015
SOMETHING UNEXPECTED	2721561	06/03/2003
SPOT ON VALUE	5362648	12/26/2017
STAGE	1525762	02/21/1989
STAGE	5069575	10/25/2016
STAGE	5142482	02/14/2017
STYLE CIRCLE	5335731	11/14/2017
STYLE CIRCLE REWARDS	4860808	11/24/2015

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
SUN RIVER CLOTHING CO.	2080349	07/15/1997
VALERIE STEVENS	4177006	07/17/2012
VALERIE STEVENS	4838287	10/20/2015
WHISPERS	2094031	09/09/1997
WISHFUL PARK	3887766	12/07/2010
WISHFUL PARK	4062356	11/29/2011
Y.E.S. YOUR EVERYDAY SAVINGS	2515145	12/04/2001

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>APPLICATION DATE</u>
Range :360 (Men's Clothing)	88092270	8/24/2018
Dink Up Logo (Clothing)	88499312	7/3/2019
BAGA (Service Mark)	88596792	8/28/2019
Reel Legends (Service Mark)	88596813	8/28/2019
EConnect (Clothing)	88698000	11/19/2019
Brighten the Season (Children's Sleepwear)	88747797	1/6/2020
Dot & Zazz	90064404	7/21/2020

Trademark Licenses

NONE

EXHIBIT C-2

List of Trademarks and Trademark Licenses (OUTRCO)

Trademark Registrations and Applications
(All of the below trademark registrations and applications are owned by BDSRCO, Inc.)

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
Home Centric (Service Mark)	5308454	10/10/2017
Rugged Earth Outfitters (Woman's Clothing & Accessories)	5331403	11/7/2017
Fish Skeleton Design (Accessories and Clothing)	5512727	7/10/2018
Ikonik (Men's & Children's Clothing)	5607662	11/13/2018
Inspired Living for Less (Service Mark)	5628850	12/11/2018
Kate Park (Bed Sheets & Towels)	5643938	1/1/2019
Casey Key (Bed Sheets & Towels)	5643939	1/1/2019
Magical Season (Men's & Women's Clothing)	5645245	1/1/2019
Leo & Luna (Children's Clothing)	5716581	4/2/2019
Magical Season (Children's Apparel & Accessories)	5783541	6/18/2019
Burkes (Service Mark)	5792157	7/2/2019
b design (Service Mark)	5914169	11/19/2019

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>APPLICATION DATE</u>
Excurzion (Clothing & Accessories)	88651596	10/11/2019
Island Shores (Women's Clothing)	88708498	11/27/2019
Autumn Gatherings (Home Décor and Dinnerware)	88794502	2/12/2020
Magical Season (Sleepwear)	88921262	5/18/2020
Bright Sky (Youth Girl Apparel)	90157356	9/3/2020

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