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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): January 2, 2020 (December 30, 2019)

**SEQUENTIAL BRANDS GROUP, INC.**  
(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation)

**001-37656**  
(Commission File Number)

**47-4452789**  
(I.R.S. Employer Identification No.)

**601 West 26<sup>th</sup> Street, 9<sup>th</sup> Floor, New York, NY 10001**  
(Address of Principal Executive Offices/Zip Code)

**(646) 564-2577**  
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class                      | Trading Symbol(s) | Name of each exchange on which registered |
|--|-------------------|---|
| Common stock, par value \$0.01 per share | SQBG              | NASDAQ Capital Market                     |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On December 30, 2019, Sequential Brands Group, Inc. and certain of its subsidiaries (“Sequential” or the “Company”) amended its Third Amended and Restated Credit Agreement (the “Amended BoA Credit Agreement”) with Bank of America, N.A., as administrative agent and collateral agent and the lenders party thereto. The loans under the Amended BoA Credit Agreement will be subject to quarterly amortization payments of \$2.5 million through September 30, 2020, \$3.25 million through September 30, 2021 and \$4 million for each fiscal quarter thereafter. The Amended BoA Credit Agreement modifies the calculation of Consolidated EBITDA (as defined in the agreement) by permitting additional addbacks and specifying the EBITDA amounts for the quarters ended September 30, 2018, December 31, 2018, March 31, 2019 and June 30, 2019. The Amended BoA Credit Agreement allows for the netting of up to \$5 million in cash of the Company and its subsidiaries for purposes of calculating the leverage ratio covenant. The Company reduced the available commitments under the revolving facility to \$80 million.

The Second and Third Amended and Restated Credit Agreements are attached hereto as Exhibits 10.1 and 10.2 and are incorporated herein by reference. The foregoing description of the Third Amended and Restated Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full agreement attached hereto.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information included in Item 1.01 above is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

| <u>Exhibit Number</u> | <u>Description</u>   |
|-----------------------|--|
| 10.1                  | <a href="#"><u>Second Amendment to Third Amended and Restated Credit Agreement, dated as of June 10, 2019, between Sequential Brands Group, Inc., certain subsidiaries of Sequential Brands Group, Inc. named therein, Bank of America, N.A., as administrative agent and collateral agent and the lenders party thereto.</u></a>    |
| 10.2                  | <a href="#"><u>Third Amendment to Third Amended and Restated Credit Agreement, dated as of December 30, 2019, between Sequential Brands Group, Inc., certain subsidiaries of Sequential Brands Group, Inc. named therein, Bank of America, N.A., as administrative agent and collateral agent and the lenders party thereto.</u></a> |

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Sequential Brands Group, Inc.

Date: January 2, 2020

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

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**Exhibit 10.1**

**Execution Version**

**SECOND AMENDMENT TO THIRD AMENDED AND RESTATED FIRST LIEN CREDIT AGREEMENT**

SECOND AMENDMENT TO THIRD AMENDED AND RESTATED FIRST LIEN CREDIT AGREEMENT (this "Amendment") dated as of June 10, 2019 between SEQUENTIAL BRANDS GROUP, INC., a Delaware corporation (the "Borrower"), the Guarantors party hereto, the Lenders party hereto, and BANK OF AMERICA, N.A., as administrative agent and collateral agent (the "Agent"), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**WITNESSETH:**

WHEREAS, the Borrower, the Guarantors, the Lenders and the Agent are party to that certain Third Amended and Restated First Lien Credit Agreement dated as of July 1, 2016 (as amended, restated, supplemented or modified and in effect as of the date hereof, the "Existing Credit Agreement"; the Existing Credit Agreement as amended hereby, the "Amended Credit Agreement");

WHEREAS, the Borrower has entered into an Equity Purchase Agreement, dated as of April 16, 2019 (the "MSLO Purchase Agreement") by and among the Borrower, as the Seller and Marquee Brands, LLC, a Delaware limited liability company, as the Buyer (the "Buyer"), pursuant to which the Borrower intends to sell all of the issued and outstanding Equity Interests (collectively, the "MSLO Shares") of Martha Stewart Living Omnimedia, Inc. (collectively together with its subsidiaries, the "MSLO Entities") as more fully described in the MSLO Purchase Agreement (the "MSLO Disposition"); and

WHEREAS, in connection with the MSLO Disposition, the Borrower, the Guarantors, the Required Lenders and the Agent have agreed to amend the Existing Credit Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto hereby agree as follows:

1. Incorporation of Terms. All capitalized terms not otherwise defined herein shall have the same meaning as in the Amended Credit Agreement.

2. Representations and Warranties. The Borrower hereby represents and warrants that (i) no Default or Event of Default exists under the Existing Credit Agreement or under any other Loan Document on and as of the date hereof, and (ii) after giving effect to this Amendment, all representations and warranties contained in the Amended Credit Agreement and the other Loan Documents are true and correct, in all material respects, on and as of the date hereof, except (i) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and (ii) in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects.
3. Amendments to Existing Credit Agreement.
  - a. Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following new definitions in appropriate alphabetical order:

“**MSLO Disposition**” has the meaning given to such term in the Second Amendment.

“**MSLO Purchase Agreement**” has the meaning given to such term in the Second Amendment.

“**MSLO Shares**” has the meaning given to such term in the Second Amendment.

“**Second Amendment**” means that certain Second Amendment to Third Amended and Restated First Lien Credit Agreement dated as of June 10, 2019.

“**Second Amendment Effective Date**” means the date that all conditions precedent as set forth in Section 4 of the Second Amendment have been satisfied.
  - b. The definition of “**Net Proceeds**” as set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by deleting each reference to “or MSLO Key Man Policy” and “or policy” therein.
  - c. The definition of “**Permitted Disposition**” as set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by deleting “and” at the end of clause (f) thereof, by re-lettering clause (g) as clause (h), and by adding the following new clause (g):

“(g) the MSLO Disposition; and”
  - d. Section 1.01 of the Existing Credit Agreement is hereby amended by deleting the definitions of “MSLO” and “MSLO Key Man Policy” in their respective entirety.
  - e. Section 2.04 of the Existing Credit Agreement is hereby amended as follows:
    - i. by deleting clause (c) thereof in its entirety and by substituting the following in its stead:

“(c) In connection with (i) any Disposition of any Collateral (other than Permitted Dispositions of the type referred to in clauses (d), (e) and (f) of the definition thereof, other than with respect to Dispositions of Intellectual Property as set forth in clause (b) above and other than with respect to the MSLO Disposition as set forth in subclause (ii) below) in any Fiscal Year in excess of the Threshold Amount, the Borrower shall apply the aggregate Net Proceeds received in excess of the Threshold Amount to prepay the Loans (including L/C Borrowings) up to an amount which is equal to 100% of the Net Proceeds from the Disposition of such Collateral; provided however, that the Borrower shall have the right to reinvest such Net Proceeds, if such Net Proceeds are reinvested (or committed to be reinvested) or used to consummate an Acquisition of the type described in clause (ii)(a) of the definition of “Permitted Acquisition”, in each case, within 365 days and, if so committed to be reinvested or to consummate such Permitted Acquisition, so long as such reinvestment or Permitted Acquisition is actually completed within 180 days thereafter and (ii) the receipt of the Net Proceeds of the MSLO Disposition, the Borrower shall apply such Net Proceeds as was separately agreed in writing by the Borrower and the Agent on the Second Amendment Effective Date.”,

- ii. by deleting the fourth and fifth sentences in clause (g) thereof in their respective entireties, and
- iii. by deleting clause (h) thereof in its entirety.
- f. Section 5.10 of the Existing Credit Agreement is hereby amended by deleting the reference to “and MSLO Key Man Policy are” and substituting with “is”.
- g. Section 6.07 of the Existing Credit Agreement is hereby amended as follow:
  - i. by deleting “(i)” at the beginning of clause (a) thereof,
  - ii. by deleting the reference to “and (ii) MSLO Key Man Policy” in clause (a) thereof, and
  - iii. by deleting clause (d) in its entirety.
- h. Section 7.06 of the Existing Credit Agreement is hereby amended by deleting the last paragraph at the end of such Section beginning with the prepositional phrase “Notwithstanding the foregoing”.
- i. Section 8.01 of the Existing Credit Agreement is hereby amended by deleting the parenthetical “(solely with respect to the Borrower, SQBG, Inc. and MSLO)” in clause (b)(i) thereof and substituting with the following “(solely with respect to the Borrower and SQBG, Inc.”.

- 4 . Conditions to Effectiveness. This Amendment shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of the Agent:
- a. This Amendment shall have been duly executed and delivered by the Borrower, the other Loan Parties, and the Required Lenders, and the Agent shall have received evidence thereof.
  - b . All action on the part of the Borrower and the other Loan Parties necessary for the valid execution, delivery and performance by the Borrower and the other Loan Parties of this Amendment and the other Loan Documents shall have been duly and effectively taken.
  - c. The Agent and the Required Lenders shall have received a copy of the final MSLO Purchase Agreement and all schedules, exhibits and annexes thereto, and such other documents, instruments, and certificates relating to the MSLO Disposition as may be reasonably requested by the Required Lenders, and the MSLO Purchase Agreement shall not be amended in a manner that would be materially adverse to the Agent and the Required Lenders without the consent of the Agent and the Required Lenders.
  - d. Prior to or contemporaneously with the effectiveness of this Amendment, the Borrower shall consummate the MSLO Disposition substantially in accordance with the terms and conditions set forth in the MSLO Purchase Agreement, without any amendment, modification or waiver of any of the terms or conditions thereof that would be materially adverse to the Agent and the Required Lenders without the consent of the Agent and the Required Lenders.
  - e. The Agent shall have received an updated business plan giving pro forma effect to the MSLO Disposition.
  - f. The Agent shall have received a fully executed copy of an amendment to the Second Lien Credit Agreement, dated as of the Second Amendment Effective Date (the “Second Lien Amendment”), providing consent to the MSLO Disposition and otherwise in form and substance reasonably satisfactory to the Agent.
  - g. After giving effect to this Amendment and the MSLO Disposition, no Default or Event of Default shall have occurred and be continuing.
  - h. The Borrower shall have paid in full all fees and expenses of the Agent (including the reasonable and documented fees and expenses of counsel for the Agent) due and payable on or prior to the Second Amendment Effective Date, and in the case of expenses, to the extent invoiced at least one (1) Business Day prior to the Second Amendment Effective Date.
- 5 . Release of the MSLO Entities. The Agent hereby acknowledges and agrees that, upon the consummation of the MSLO Disposition, without representation, warranty or recourse, (a) the Agent’s security interest in the Collateral pledged by the MSLO Entities

shall be released and terminated, (b) the Agent is hereby authorized by the undersigned Lenders to deliver the release letter to the Borrower and the Buyer with respect to the release of the MSLO Entities, dated as of the date hereof, by and among the Loan Parties and the Agent, and (c) the Agent or its counsel hereby agrees to file and/or deliver, all at the sole cost and expense of the Loan Parties, (i) the UCC-3 termination statements with respect to the MSLO Entities and (ii) a release in relation to the Copyright Security Agreement, the Patent Security Agreement and the Trademark Security Agreement, granted by the MSLO Entities in favor of the Agent, in each case all in such form as prepared and agreed to by the Agent.

6. Consent to Second Lien Amendment. The Agent, on behalf of itself and the Secured Parties, hereby consents to the terms and conditions of the Second Lien Amendment, and acknowledges and agrees that, on and after the Second Amendment Effective Date, all references in the Amended Credit Agreement and the Intercreditor Agreement to the “Second Lien Credit Agreement” shall mean and refer to the Second Lien Credit Agreement, as amended by the Second Lien Amendment.
7. Binding Effect. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their heirs, representatives, successors and assigns.
8. Reaffirmation of Obligations. The Borrower hereby ratifies the Loan Documents and acknowledges and reaffirms (a) that it is bound by all terms of the Loan Documents applicable to it and (b) that it is responsible for the observance and full performance of its respective Obligations.
9. Loan Document. This Amendment shall constitute a Loan Document under the terms of the Amended Credit Agreement.
10. Multiple Counterparts. This Amendment 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 of this Amendment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Amendment.
11. Governing Law. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.
12. Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 10.14 and 10.15 of the Amended Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

13. Agent Authorization. Each of the undersigned Lenders hereby authorizes Agent to execute and deliver this Amendment on its behalf and, by its execution below, each of the undersigned Lenders agrees to be bound by the terms and conditions of this Amendment.

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by each of the parties hereto as of the date first above written.

**BORROWER:**

**SEQUENTIAL BRANDS GROUP, INC.**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**GUARANTORS:**

**SQBG, INC.**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**SEQUENTIAL LICENSING, INC.**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**WILLIAM RAST LICENSING, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**HEELING SPORTS LIMITED**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**B@AND MATTER, LLC**

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**SBG FM, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**SBG UNIVERSE BRANDS, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**GALAXY BRANDS LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**THE BASKETBALL MARKETING COMPANY,  
INC.**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**AMERICAN SPORTING GOODS CORPORATION**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**LNT BRANDS LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**JOE'S HOLDINGS LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**GAIAM BRAND HOLDCO, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**GAIAM AMERICAS, INC.**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**SBG-GAIAM HOLDINGS, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**BANK OF AMERICA, N.A.**, as Agent, as L/C Issuer  
and as a Lender

By: /s/ Andrew Cerussi  
Name: Andrew Cerussi  
Title: Director

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**FIFTH THIRD BANK**, as a Lender

By: /s/ Herbert M. Kidd II

Name: Herbert M. Kidd II

Title: Managing Director

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**BANK HAPOALIM B.M.**, as a Lender

By: /s/ Lisa Matalon

Name: Lisa Matalon

Title: First Vice President

By: /s/ Alan Ackbarali

Name: Alan Ackbarali

Title: Senior Vice President

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**CITIZENS BUSINESS CAPITAL, a division of  
Citizens Asset Finance, Inc., as a Lender**

By: /s/ Rohit Mehta  
Name: Rohit Mehta  
Title: Vice President

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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CIT BANK, N.A., as a Lender

By: /s/ Robert L. Klein

Name: Robert L. Klein

Title: Director

[Signature Page to Second Amendment to Third Amended and Restated Credit Agreement]

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**Exhibit 10.2**

**EXECUTION VERSION**

**THIRD AMENDMENT TO THIRD AMENDED AND RESTATED FIRST LIEN CREDIT AGREEMENT**

THIRD AMENDMENT TO THIRD AMENDED AND RESTATED FIRST LIEN CREDIT AGREEMENT (this "Amendment") dated as of December 30, 2019 between SEQUENTIAL BRANDS GROUP, INC., a Delaware corporation (the "Borrower"), the Guarantors party hereto, the Lenders party hereto, and BANK OF AMERICA, N.A., as administrative agent and collateral agent (the "Agent"), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Borrower, the Guarantors, the Lenders and the Agent are party to that certain Third Amended and Restated First Lien Credit Agreement dated as of July 1, 2016 (as amended, restated, supplemented or modified and in effect as of the date hereof, the "Existing Credit Agreement"; the Existing Credit Agreement as amended hereby, the "Amended Credit Agreement");

WHEREAS, the Borrower, the Guarantors, the Lenders and the Agent have agreed to amend the Existing Credit Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto hereby agree as follows:

1. Incorporation of Terms. All capitalized terms not otherwise defined herein shall have the same meaning as in the Amended Credit Agreement.
2. Representations and Warranties. The Borrower hereby represents and warrants that (i) no Default or Event of Default exists under the Existing Credit Agreement or under any other Loan Document on and as of the date hereof, and (ii) after giving effect to this Amendment, all representations and warranties contained in the Amended Credit Agreement and the other Loan Documents are true and correct, in all material respects, on and as of the date hereof, except (i) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and (ii) in the case of any representation and warranty qualified by materiality, they shall be true and correct in all respects.

3. Amendments to Existing Credit Agreement.

- a. Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following new definitions in appropriate alphabetical order:

“**BHC Act Affiliate**” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“**Covered Entity**” means any of the following:

(i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Covered Party**” has the meaning specified in Section 10.30.

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**QFC**” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“**QFC Credit Support**” has the meaning specified in Section 10.30.

“**Structuring Fee Letter**” means that certain structuring fee letter between the Borrower and the Agent dated as of December 30, 2019.

“**Supported QFC**” has the meaning specified in Section 10.30.

“**Third Amendment**” means that certain Third Amendment to Third Amended and Restated First Lien Credit Agreement dated as of December 30, 2019.

“**Third Amendment Effective Date**” means the date that all conditions precedent as set forth in Section 5 of the Third Amendment have been satisfied.

“**Third Amendment Fee Letter**” means that certain fee letter between the Borrower and the Agent dated as of December 30, 2019.

“**U.S. Special Resolution Regimes**” has the meaning specified in Section 10.30.

- b. Section 1.01 of the Existing Credit Agreement is hereby amended by deleting the definitions of “**Additional Commitment Lender**”, “**Increase Effective Date**”, “**Limited Condition Acquisition**”, and “**Limited Condition Acquisition Agreement**”.

- c. The definition of “**Aggregate Commitments**” as set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by deleting the last sentence thereof in its entirety and by substituting the following in its stead:

“As of the Third Amendment Effective Date, the Aggregate Commitments are \$80,000,000.”

- d. The definition of “**Consolidated EBITDA**” as set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following paragraphs immediately to the end thereof:

“Notwithstanding the foregoing or anything set forth in this Agreement to the contrary, Consolidated EBITDA for the Fiscal Quarter set forth below shall be deemed to be the amount set forth below opposite such Fiscal Quarter:

| Fiscal Quarter                          | Consolidated EBITDA |
|---|---------------------|
| Fiscal Quarter Ended September 30, 2018 | \$20,948,673.84     |
| Fiscal Quarter Ended December 31, 2018  | \$27,402,489.75     |
| Fiscal Quarter Ended March 31, 2019     | \$16,866,352.62     |
| Fiscal Quarter Ended June 30, 2019      | \$18,272,063.38     |

With respect to the calculation of Consolidated EBITDA for any Fiscal Quarter (or the specified Fiscal Quarters set forth below) and without duplication of any add-backs otherwise included above for such period, the following amounts shall be added back to Consolidated EBITDA: (I) fees, costs and expenses related to, or in incurred in connection with, the Loan Documents and the Second Lien Credit Agreement, all amendments thereto and all Permitted Refinancing thereof (including without limitations, fees paid to the lenders thereunder), (II) fees, costs, expenses and reserves incurred or established in connection with settlements, litigations, claims or similar actions, in an amount not to exceed \$250,000 in any Fiscal Year, (III) fees, costs, expenses and reserves incurred or established in connection with the Specified Matter (as defined in the Third Amendment Fee Letter) in an amount not to exceed the Specified Amount (as defined in the Third Amendment Fee Letter), (IV)(x) fees, costs, expenses, losses and charges related to, or in incurred in connection with, amendments to or termination of any Lease or sub-lease, in an amount not to exceed \$800,000 for any period of twelve (12) months and (y) subject to the consent of the Agent (such consent not be unreasonably delayed, withheld or conditioned (it being acknowledged that such consent shall not be deemed “unreasonably withheld” if the amount of the add-back is unacceptable to the Agent in its good faith credit judgment)), all fees, costs, expenses, losses and charges related to, or incurred in connection with a buy-out of any Lease or sub-lease by the Borrower or any other Loan Party, (V) with respect to the

calculation of Consolidated EBITDA for the Fiscal Quarter ended March 31, 2020, fees, costs and expenses related to, or incurred in connection with, the MSLO Disposition (including, without limitations, transaction costs, severance and other employment-related payments), in an amount not to exceed \$800,000.00 and (VI) with respect to the calculation of Consolidated EBITDA for each of the Fiscal Quarters ended September 30, 2019, December 31, 2019, March 31, 2020, June 30, 2020 and September 30, 2020, pro forma cost savings, operating expense reductions, operating improvements, synergies and business optimization (including, without limitations, reductions in lease or sub-lease payments and employment-related payments) that are reasonably identifiable, reasonably factually supportable and projected by the Borrower in good faith to result from actions that have been taken or with respect to which substantial steps have been taken or are expected to be taken (in the good faith determination of the Borrower) on or before September 30, 2020, in an amount not to exceed, (a) for the Fiscal Quarter ended September 30, 2019, \$2,744,329.54, (b) for the Fiscal Quarter ended December 31, 2019, \$2,267,353.58, (c) for the Fiscal Quarter ended March 31, 2020, \$612,000.00, (d) for the Fiscal quarter ended June 30, 2020, \$250,000.00 and (e) for the Fiscal Quarter ended September 30, 2020, \$100,000.00; provided further, that up to 10% of the aggregate amount of the amounts set forth in this paragraph that were not added back to Consolidated EBITDA of the Fiscal Quarter specified with respect to such amounts may be added back to Consolidated EBITDA of the next following Fiscal Quarter.”

- e. The definition of “**Consolidated First Lien Leverage Ratio**” as set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by deleting the last sentence thereof in its entirety and by substituting the following in its stead:

“For purposes of calculating the Consolidated First Lien Leverage Ratio, (i) undrawn amounts under Letters of Credit in an amount of up to \$2,500,000, and (ii) unrestricted cash equivalents and cash and cash equivalents restricted in favor of the Agent pursuant to one or more Blocked Account Agreements, in an aggregate amount with respect to this clause (ii) not to exceed \$5,000,000, will in each case be excluded from Indebtedness.”

- f. The definition of “**Fee Letter**” as set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“**Fee Letter**” means, collectively, (i) the letter agreement dated as of July 13, 2018 by and between the Borrower and the Agent, (ii) the Third Amendment Fee Letter and (iii) the Structuring Fee Letter.”

- g. The definition of “**Revolving Commitment**” as set forth in Section 1.01 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“**Revolving Commitment**” means, as to each Revolving Lender, its obligation to (a) make Revolving Loans to the Borrower pursuant to Section 2.01 and (b) purchase participations in L/C Obligations, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Revolving Lender’s name on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Revolving Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with Sections 2.05 and 2.16 of this Agreement. As of the Third Amendment Effective Date, the aggregate amount of the Revolving Commitments is equal to \$80,000,000.”

- h. The definition of “**Revolving Loan Cap**” as set forth in Section 1.01 of the Existing Credit Agreement is hereby amended by deleting the reference to “Sections 2.14 or 6.17” and by substituting “Section 6.17” in its stead.
- i. Section 2.06(a) of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(a) In addition to the mandatory prepayment provisions set forth in Section 2.04 above, the Borrower shall repay the Tranche A Term Loan in an amount equal to, on the day that is not less than one (1) Business Day prior to March 31, June 30, September 30 and December 31 of each year the amounts set forth in the grid below; provided however, that in the event a Default or Event of Default shall exist at the time of, or would result from the making of, such prepayment of the Tranche A Term Loan, then such prepayment shall be made on March 31, June 30, September 30 and December 31 of each year; provided further that in connection with any increase to the Revolving Loan Cap during any quarter as a result of the addition of new Trademarks in the calculation thereof, the amortization amounts set forth in the grid below shall be recalculated to reflect an equal percentage of amortization relative to the Revolving Loan Cap after giving effect to the addition of such Trademarks to such calculation.

| Fiscal Quarter                                       | Amortization Amount |
|--|---------------------|
| December 31, 2019                                    | \$2,500,000         |
| March 31, 2020                                       | \$2,500,000         |
| June 30, 2020  | \$2,500,000         |
| September 30, 2020                                   | \$2,500,000         |
| December 31, 2020                                    | \$3,250,000         |
| March 31, 2021                                       | \$3,250,000         |
| June 30, 2021  | \$3,250,000         |
| September 30, 2021                                   | \$3,250,000         |
| December 31, 2021 and each Fiscal Quarter thereafter | \$4,000,000         |

Once repaid or prepaid, no portion of the Tranche A Term Loan may be reborrowed.”

- j. Section 2.14 of the Existing Credit Agreement is hereby replaced in its entirety with “[**Reserved**].”
- k. Section 4.02 of the Existing Credit Agreement is hereby amended as follows:
  - i. by deleting clause (e) thereof in its entirety; and
  - ii. by adding the following proviso after clause (d) thereof:

“; provided that any Revolving Credit Extension in excess of \$30,000,000 shall require an express approval under the Second Lien Credit Agreement.”

- l. Section 6.17 of the Existing Credit Agreement is hereby deleted in its entirety, and the following is substituted in its stead:

**“6.17 Right of First Refusal.**

In connection with any Indebtedness to be incurred by a Loan Party or an Excluded Subsidiary to finance a Permitted Acquisition (except for Permitted Acquisitions for total consideration of less than \$10,000,000 which are paid from the Loan Parties’ cash on hand and not from proceeds of Indebtedness), in the event that Excess Availability does not exist in an amount sufficient to finance such Permitted Acquisition under the existing Revolving Commitments at such time, provide the Agent with a bona fide right to arrange for the financing for such Permitted Acquisition pursuant to an incremental facility hereunder or otherwise on substantially the same terms as set forth herein or on such other terms as may be mutually agreed among the Agent and Lenders providing such financing and the Loan Parties (in each case acting in good faith) (it being understood and agreed that no Lender hereunder shall be required to participate in any such financing). In the event that (a) the Agent and the Loan Parties, after acting diligently and in good faith, are unable to reach agreement with respect to the commercial terms of such financing or (b) the Agent declines or fail to respond to the offer to provide financing for such Permitted Acquisition, in each case within ten (10) Business Days after receipt of the request from the Loan Parties, the Loan Parties shall have no further obligations pursuant to this Section 6.17 and shall be permitted to pursue financing for the applicable Permitted Acquisition from alternate sources.”

m. Section 7.06 of the Existing Credit Agreement is hereby amended as set forth in the Third Amendment Fee Letter.

n. Section 7.11 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

**“7.11 Use of Proceeds.** Use the proceeds of any Loan, whether directly or indirectly, and whether immediately, incidentally or ultimately, (a) to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund Indebtedness originally incurred for such purpose or (b) use the proceeds of the Loans funded on the First Amendment Effective Date for any purposes other than (i) to pay existing Indebtedness (including Indebtedness under the Second Lien Facility), costs and expenses in connection with the consummation of the Transactions, (ii) to finance Capital Expenditures of the Loan Parties, and (iii) for working capital and other general corporate purposes, in case of clause (b), to the extent expressly permitted under Law and the Loan Documents.”

o. Article X of the Existing Credit Agreement is hereby amended as follows:

i. Section 10.01(b) of the Existing Credit Agreement is hereby amended by adding the conjunction “or” prior to clause (iii) and deleting clause (iv) in therein in its entirety; and

ii. by adding the following new Section 10.30 at the end thereof:

**“10.30 Acknowledgement Regarding Any Supported QFCs.** To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Contracts or any other agreement or instrument that is a QFC (such support, “*QFC Credit Support*” and each such QFC a “*Supported QFC*”), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the “*U.S. Special Resolution Regimes*”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

In the event a Covered Entity that is party to a Supported QFC (each, a “*Covered Party*”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Sup-ported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Sup-ported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent

as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.”

4. Amendment to Schedules. Schedule 2.01 (Commitments and Applicable Percentages) to the Existing Credit Agreement is hereby deleted in its entirety and the Schedule 2.01 attached hereto is substituted in its stead.
5. Conditions to Effectiveness. This Amendment shall not be effective until each of the following conditions precedent has been fulfilled to the satisfaction of the Agent:
  - a. This Amendment shall have been duly executed and delivered by the Borrower, the other Loan Parties, and the Lenders, and the Agent shall have received evidence thereof.
  - b. All action on the part of the Borrower and the other Loan Parties necessary for the valid execution, delivery and performance by the Borrower and the other Loan Parties of this Amendment and the other Loan Documents shall have been duly and effectively taken.
  - c. The Agent shall have received the Loan Parties’ updated business plan, in form and substance reasonably satisfactory to the Agent.
  - d. The Agent shall have received a fully executed copy of an amendment to the Second Lien Credit Agreement, dated as of August 12, 2019 (the “Second Lien Amendment”) and the Third Amendment to Intercreditor Agreement in form and substance reasonably satisfactory to the Agent.
  - e. After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.
  - f. The Borrower shall have paid in full (i) all fees and expenses of the Agent (including the reasonable and documented fees and expenses of counsel for the Agent) due and payable on or prior to the Third Amendment Effective Date, and in the case of expenses, to the extent invoiced at least one (1) Business Day prior to the Third Amendment Effective Date and (ii) all fees in accordance with the terms of the Third Amendment Fee Letter and the Structuring Fee Letter.

6. Consent to Second Lien Amendment. The Agent, on behalf of itself and the Secured Parties, hereby consents to the terms and conditions of the Second Lien Amendment, and acknowledges and agrees that, on and after the Third Amendment Effective Date, all references in the Amended Credit Agreement and the Intercreditor Agreement to the “Second Lien Credit Agreement” shall mean and refer to the Second Lien Credit Agreement, as amended by the Second Lien Amendment.
7. Binding Effect. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their heirs, representatives, successors and assigns.
8. Reaffirmation of Obligations. The Borrower hereby ratifies the Loan Documents and acknowledges and reaffirms (a) that it is bound by all terms of the Loan Documents applicable to it and (b) that it is responsible for the observance and full performance of its respective Obligations.
9. Loan Document. This Amendment shall constitute a Loan Document under the terms of the Amended Credit Agreement.
10. Multiple Counterparts. This Amendment 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 of this Amendment by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Amendment.
11. Governing Law. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.
12. Consent to Jurisdiction; Service of Process; Waiver of Jury Trial. The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 10.14 and 10.15 of the Amended Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.
13. Agent Authorization. Each of the undersigned Lenders hereby authorizes Agent to execute and deliver this Amendment on its behalf and, by its execution below, each of the undersigned Lenders agrees to be bound by the terms and conditions of this Amendment.

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by each of the parties hereto as of the date first above written.

**BORROWER:**

**SEQUENTIAL BRANDS GROUP, INC.**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**GUARANTORS:**

**SQBG, INC.**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**SEQUENTIAL LICENSING, INC.**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**WILLIAM RAST LICENSING, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**HEELING SPORTS LIMITED**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

[Signature Page to Third Amendment to Third Amended and Restated Credit Agreement]

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**B@AND MATTER, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**SBG FM, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**SBG UNIVERSE BRANDS, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**GALAXY BRANDS LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**THE BASKETBALL MARKETING COMPANY, INC.**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**AMERICAN SPORTING GOODS CORPORATION**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**LNT BRANDS LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**JOE'S HOLDINGS LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

[Signature Page to Third Amendment to Third Amended and Restated Credit Agreement]

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**GAIAM BRAND HOLDCO, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**GAIAM AMERICAS, INC.**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

**SBG-GAIAM HOLDINGS, LLC**

By: /s/ Peter Lops  
Name: Peter Lops  
Title: Chief Financial Officer

[Signature Page to Third Amendment to Third Amended and Restated Credit Agreement]

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**BANK OF AMERICA, N.A.**, as Agent, as L/C Issuer and as a Lender

By: /s/ Andrew Cerussi  
Name: Andrew Cerussi  
Title: Director

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**FIFTH THIRD BANK, NATIONAL ASSOCIATION**, as a  
Lender

By: /s/ Herbert M. Kidd II  
Name: Herbert M. Kidd II  
Title: Managing Director

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**ISRAEL DISCOUNT BANK OF NEW YORK, as a Lender**

By: /s/ Richard Tripeldi

Name: Richard Tripeldi

Title: Senior Vice President

By: /s/ Adriane Echavarria

Name: Adriane Echavarria

Title: Senior Vice President

[Signature Page to Third Amendment to Third Amended and Restated Credit Agreement]

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**CITIZENS BUSINESS CAPITAL, a division of Citizens Asset  
Finance, Inc., as a Lender**

By: /s/ Madison Burns  
Name: Madison Burns  
Title: Assistant Vice President

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**CIT BANK, N.A.**, as a Lender

By: /s/ Robert L. Klein  
Name: Robert L. Klein  
Title: Director

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