

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448429

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TORRID MERCHANDISING, INC.		10/23/2017	Corporation: CALIFORNIA
TORRID LLC		10/23/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A, as Administrative Agent		
<b>Street Address:</b>	100 Federal Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5298260	#THESECURVES	
<b>Registration Number:</b>	4945928	TORRID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417729		
<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>			
<b>Phone:</b>	6173417729		
<b>Email:</b>	katarzyna.gaysunas@morganlewis.com		
<b>Correspondent Name:</b>	Katarzyna Gaysunas		
<b>Address Line 1:</b>	1 Federal Street		
<b>Address Line 2:</b>	c/o Morgan Lewis Bockius		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas		
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/		
<b>DATE SIGNED:</b>	10/24/2017		
<b>Total Attachments: 4</b>			

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source=BoA - Torrid Supplement to Trademark Security Agreement (Executed)#page4.tif

**FIRST SUPPLEMENT TO GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This First Supplement to Grant of Security Interest in United States Trademarks (this "Supplement") is made as of the 23rd day of October, 2017 by **TORRID MERCHANDISING, INC.**, a California corporation ("Torrid Merchandising"), **TORRID LLC**, a California limited liability company ("Torrid", together with Torrid Merchandising, the "Grantors"), in favor of **BANK OF AMERICA, N.A.**, as administrative agent and collateral agent (in such capacity, the "Grantee") for the credit parties under the Security Agreement (defined below).

**WHEREAS**, reference is made to that certain (a) Security Agreement dated as of May 1, 2015 (the "Security Agreement"), entered into by, among others, certain Grantors (as defined therein) and the Grantee, and (b) Grant of Security Interest in United States Trademarks dated May 1, 2015 and recorded with the United States Patent and Trademark office on May 15, 2015 at Reel 5517, Frame 0244 (the "Existing Grant"), executed and delivered by certain Grantors (as defined therein) in favor of the Grantee, pursuant to which such Grantors pledged, assigned and granted a security interest in certain Trademarks (as defined therein) (the "Grant");

**WHEREAS**, pursuant to the Security Agreement, as further evidenced by the Grant, the Grantors have granted a security interest to the Grantee in, among other things, the Trademarks and

**WHEREAS**, the Grantors have developed and/or acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Grantee.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. Supplement to Schedule A. Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the Trademarks referenced on Schedule A as such Schedule A exists immediately prior to the date hereof, and (ii) the Trademarks referenced on Schedule A-1 annexed hereto.
3. Miscellaneous:
  - a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.
  - b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Supplement as of the date first written above.

**TORRID LLC,**  
as a Grantor

By: 

Name: George Wehlitz, Jr.

Title: Secretary

TORRID MERCHANDISING, INC.,  
as a Grantor

By: 

Name: George Wehlitz, Jr.  
Title: Secretary

First Supplement to Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 006188 FRAME: 0881**

**TRADEMARKS**

**TORRID MERCHANDISING, INC.**

<b>Mark</b>	<b>Status</b>	<b>App./Reg. No.</b>	<b>App./Reg. Date</b>	<b>Jurisdiction</b>
#THESECURVES	Registered	5298260	26-SEP-2017	United States
TORRID	Registered	4945928	26-APR-2016	United States

**TORRID LLC**

<b>Mark</b>	<b>Status</b>	<b>App./Reg. No.</b>	<b>App./Reg. Date</b>	<b>Jurisdiction</b>
LOVESICK	Registered	644632	15-APR-2016	United States (State Reg - AZ)
LOVESICK	Registered	10223430	25-MAR-2016	United States (State REg - NE)