

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
True Religion Apparel, Inc.		10/27/2017	Corporation: DELAWARE
TRLG Intermediate Holdings, LLC		10/27/2017	Limited Liability Company: DELAWARE
Guru Denim LLC		10/27/2017	Limited Liability Company: CALIFORNIA
True Religion Sales, LLC		10/27/2017	Limited Liability Company: DELAWARE
TRLGGC Services, LLC		10/27/2017	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A., as Collateral Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	1916549	
Registration Number:	3147244	
Registration Number:	2917187	TRUE RELIGION BRAND JEANS WORLD TOUR FAS
Registration Number:	4897409	U
Registration Number:	4956225	U
Registration Number:	5200144	U
Registration Number:	3482001	
Registration Number:	3774711	U
Registration Number:	4396268	U
Registration Number:	3862183	
Registration Number:	3607799	
Registration Number:	3720222	
Registration Number:	3978250	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3282490	TRUE RELIGION BRAND JEANS
Registration Number:	3490283	TRUE RELIGION BRAND JEANS
Registration Number:	3561465	
Registration Number:	3561466	
Serial Number:	85830351	TRUE RELIGION
Registration Number:	4486450	TRUE RELIGION
Registration Number:	3963295	TRUE RELIGION
Registration Number:	3162614	TRUE RELIGION
Registration Number:	3628973	TRUE RELIGION
Registration Number:	3162615	TRUE RELIGION
Registration Number:	3884465	TRUE RELIGION
Serial Number:	87363084	LAST STITCH
Registration Number:	3120797	TRUE RELIGION BRAND JEANS
Registration Number:	3120798	TRUE RELIGION BRAND JEANS
Registration Number:	3219110	
Registration Number:	5121711	
Registration Number:	3397067	U
Registration Number:	3565138	U
Registration Number:	3568127	U
Registration Number:	3561705	U
Registration Number:	3561710	U
Registration Number:	3565180	U
Registration Number:	3975909	HIPPIE CHIC
Registration Number:	3959347	TRUE RELIGION DRIFTER
Registration Number:	3692039	TRBJU
Registration Number:	4723750	TRUE RELIGION
Registration Number:	3565332	U
Registration Number:	4723775	BE SO BOLD
Registration Number:	4723782	TRUE STYLE IS FEARLESS
Registration Number:	4547355	TRBJ

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

TRADEMARK

REEL: 006191 FRAME: 0891

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 10/27/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 27, 2017, is by and between the Grantors listed on the signature pages hereof (collectively, the "Grantors"), and **CITIZENS BANK, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantors are party to an ABL Loan and Security Agreement, dated as of the date hereof (as it may be from time to time amended, restated, modified or supplemented, the "Loan Agreement"), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

Now, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Loan Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all trademarks of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Loan Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Loan Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Authorization to Supplement. If Grantors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademarks registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademarks rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in the Grantors' trademarks, whether or not listed on Schedule I.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Loan Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

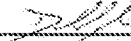
SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York and, to the extent applicable, the Bankruptcy Code.

[signature pages follow]

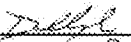
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

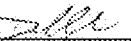
TRUE RELIGION APPAREL, INC.

By: 
Name: Daniber Snyder
Title: CFO

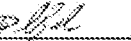
TRLG INTERMEDIATE HOLDINGS, LLC

By: 
Name: Daniber Snyder
Title: CFO

GURU DENIM LLC

By: 
Name: Daniber Snyder
Title: CFO

TRUE RELIGION SALES, LLC

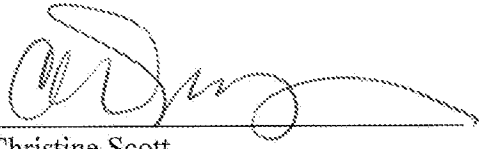
By: 
Name: Daniber Snyder
Title: CFO

GRANTORS (cont'd):

TRLGGC SERVICES, LLC

By: _____
Name: *D. H. Snyder*
Title: *CEO*

**CITIZENS BANK, N.A., as Collateral
Agent**

By: 
Name: Christine Scott
Title: Senior Vice President

SCHEDULE I

[See attached]

MarkName	Country	Status	Substatus	Application Number	Application Date	Registration Number	Registration Date	Owner
53814-US-CL 25	United States	Registered	Registered	74483934	01/28/1994	1916549	09/05/1995	Garru Denim LLC
53815-US-CL 25	United States	Registered	Registered	76653022	03/09/2005	3147244	09/26/2006	Garru Denim LLC
54111-US-CL 25	United States	Registered	Registered	78168436	09/26/2002	2917187	01/11/2005	Garru Denim LLC
54113-US-CL 03 35	United States	Registered	Registered	86504839	01/15/2015	4397409	02/09/2016	Garru Denim LLC
54113-US-CL 18	United States	Registered	Registered	85984091	01/23/2013	4866225	05/10/2016	Garru Denim LLC
54113-US-CL 18	United States	Registered	Registered	85983594	01/23/2013	5200144	05/09/2016	Garru Denim LLC
54113-US-CL 25	United States	Registered	Registered	78168317	09/26/2002	3482001	08/05/2008	Garru Denim LLC
54113-US-CL 25 (Hosiery)	United States	Registered	Registered	77817393	09/01/2009	3774711	04/13/2010	Garru Denim LLC
54113-US-CL 9	United States	Registered	Registered	85880183	03/19/2013	4396268	09/03/2013	Garru Denim LLC
54740-US-CL 24 & 25	United States	Registered	Registered	78918251	06/27/2006	3662183	10/12/2010	Garru Denim LLC
54740-US-CL 25	United States	Registered	Registered	78980963	06/27/2006	3607799	04/14/2009	Garru Denim LLC
54740-US-CL 3, 9, 18, 25	United States	Registered	Registered	78981254	09/23/2009	3720222	12/01/2009	Garru Denim LLC
54740-US-CL 35	United States	Registered	Registered	85192668	12/07/2010	3373250	06/14/2011	Garru Denim LLC
55766-US-CL 25	United States	Registered	Registered	78488223	09/03/2005	3282490	08/21/2007	Garru Denim LLC
55767-US-CL 25	United States	Registered	Registered	78688079	09/03/2005	3390283	08/19/2008	Garru Denim LLC
57475-US-CL 25	United States	Registered	Registered	76658114	04/05/2006	3561465	01/13/2009	Garru Denim LLC
57476-US-CL 25	United States	Registered	Registered	76658121	04/10/2006	3561466	01/13/2009	Garru Denim LLC
57922-US-CL 14	United States	Filed	Published	85830351	01/23/2013			Garru Denim LLC
57922-US-CL 14	United States	Registered	Registered	85980806	01/23/2013	4486450	02/18/2014	Garru Denim LLC
57922-US-CL 25	United States	Registered	Registered	78918258	06/27/2006	3363295	05/17/2011	Garru Denim LLC

MarkName	Country	Status	Substatus	Application Number	Application Date	Registration Number	Registration Date	Owner
57922-US-CL 25	United States	Registered	Registered	78768361	12/08/2005	3162614	10/24/2006	Garni Denim LLC
57922-US-CL 3, 18, 25	United States	Registered	Registered	78981010	06/27/2006	3528, 973	05/26/2009	Garni Denim LLC
57922-US-CL 35	United States	Registered	Registered	78768353	12/08/2005	3162, 615	10/24/2006	Garni Denim LLC
57922-US-CL 9 & 24	United States	Registered	Registered	78981807	06/27/2006	3584, 465	11/30/2010	Garni Denim LLC
57924-US-CL 35	United States	Filed	Pending	873633084	03/08/2017			Garni Denim LLC
58102-US-CL 25	United States	Registered	Registered	78768345	12/08/2005	3120797	07/28/2006	Garni Denim LLC
58102-US-CL 35	United States	Registered	Registered	78768347	12/05/2005	3120798	07/28/2006	Garni Denim LLC
58104-US-CL 25	United States	Registered	Registered	78768338	12/08/2005	3219110	03/13/2007	True Religion Apparel, Inc
58104-US-CL 25	United States	Registered	Registered		10/10/2014	5121711	01/17/2017	Garni Denim LLC DBA True Religion Brand Jeans CORPORATION
58111-US-CL 25	United States	Filed	Pending	86421142	10/10/2014			Garni Denim LLC
58775-US-CL 25	United States	Registered	Registered	771044078	11/14/2006	3397067	03/18/2008	Garni Denim LLC
59173-US-CL 25	United States	Registered	Registered	771092495	01/26/2007	3565138	01/20/2009	Garni Denim LLC
59232-US-CL 25	United States	Registered	Registered	771113943	02/22/2007	3568127	01/27/2009	Garni Denim LLC
59232-US-CL 25	United States	Registered	Registered	77114126	02/22/2007	3561705	01/13/2009	Garni Denim LLC
59232-US-CL 25	United States	Registered	Registered	77116587	02/26/2007	3561710	01/13/2009	Garni Denim LLC
59239-US-CL 25	United States	Registered	Registered	771112885	02/21/2007	3565180	01/20/2009	Garni Denim LLC
59354-US-CL 3	United States	Registered	Registered	85061, 028	06/11/2010	3975, 909	06/07/2011	Garni Denim LLC
59417-US-CL 3	United States	Registered	Registered	77961282	03/17/2010	3959, 347	05/10/2011	Garni Denim LLC
59483-US-CL 25	United States	Registered	Registered	77692179	03/16/2009	3592, 039	10/06/2009	Garni Denim LLC
59622-US-CL 25, 35	United States	Registered	Registered	86395300	09/15/2014	4723750	04/21/2015	Garni Denim LLC

MarkName	Country	Status	Substatus	Application Number	Application Date	Registration Number	Registration Date	Owner
59754-US-CL 25	United States	Registered	Registered	771,75532	05/04/2007	3565332	01/20/2009	Garu Dantin LLC
59760-US-CL 35	United States	Registered	Registered	86399329	09/18/2014	4723775	04/21/2015	Garu Dantin LLC
59761-US-CL 35	United States	Registered	Registered	86400716	09/19/2014	4723782	04/21/2015	Garu Dantin LLC
59842-US-CL 25	United States	Registered	Registered	86099993	10/11/2013	4547,355	06/10/2014	Garu Dantin LLC