

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457956

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

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

**RECEIVING PARTY DATA**

<b>Name:</b>	DELAWARE TRUST COMPANY
<b>Street Address:</b>	251 Little Falls Drive
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 44**

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	
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
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
Serial Number:	85830351	TRUE RELIGION
Serial Number:	87363084	LAST STITCH
Serial Number:	86421142	

**CORRESPONDENCE DATA**

Fax Number: 2128721002

*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: 212-872-7409

Email: kimr@akingump.com, nburnett@akingump.com,  
kkoehler@akingump.com

Correspondent Name: Ryan Kim

**TRADEMARK**

**REEL: 006249 FRAME: 0032**

**Address Line 1:** One Bryant Park  
**Address Line 4:** New York, NEW YORK 20036

**NAME OF SUBMITTER:** Kwan Koehler

**SIGNATURE:** /Kwan Koehler/

**DATE SIGNED:** 01/12/2018

**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 27th day of October, 2017, between the Grantors listed on the signature pages hereto (each a “Grantor” and collectively, the “Grantors”), and DELAWARE TRUST COMPANY, in its capacity as Collateral Agent for the benefit of the Secured Creditors (together with its successors, the “Collateral Agent”).

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the “Credit Agreement”) among TRLG Intermediate Holdings, LLC, a Delaware limited liability company, as Holdings, True Religion Apparel, Inc., as Delaware corporation, as Borrower, the lenders from time to time party thereto as “Lenders” (the “Lenders”), the Collateral Agent and the Administrative Agent (together with the Lenders and the Collateral Agent, the “Lender Creditors”), the Lender Creditors have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement;

WHEREAS, the Credit Parties may enter into (or be a party to) one or more Term Secured Hedging Agreements with a Hedging Creditor (the Hedging Creditors and the Lender Creditors are herein called the “Secured Creditors”);

WHEREAS, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to Borrower as provided for in the Credit Agreement, the Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of the date hereof, among the Grantors and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement;

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in such Grantor’s right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those marks listed on Schedule I; (ii) all renewals thereof; and (iii) the goodwill of the businesses with which the Trademark Collateral is associated; and

(b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or other parties to the Security Agreement, to the Collateral Agent or any other Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving the Grantors or such other parties.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantors’ obligations under this Section, each Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such 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 all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification and expense reimbursement Secured Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of this page intentionally left blank.]

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.

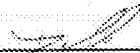
**GURU DENIM LLC**

By:   
Name: Dalibor Snyder  
Title: CFO

**TRUE RELIGION APPAREL, INC.**

By:   
Name: Dalibor Snyder  
Title: CFO

**TRUE RELIGION SALES, LLC**

By:   
Name: Dalibor Snyder  
Title: CFO

**TRLG INTERMEDIATE HOLDINGS, LLC**

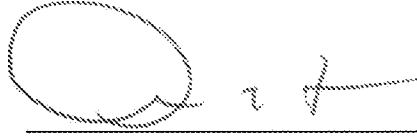
By:   
Name: Dalibor Snyder  
Title: CFO

**TRLGCC SERVICES, LLC**

By:   
Name: Dalibor Snyder  
Title: CFO

**ACCEPTED AND ACKNOWLEDGED  
BY:**

DELAWARE TRUST COMPANY, as Collateral  
Agent

A handwritten signature in black ink, appearing to read 'A. Halpern', is written over a horizontal line.

By: \_\_\_\_\_  
Name: Alan R. Halpern  
Title: Vice President



SCHEDULE I  
TO  
**TRADEMARK SECURITY AGREEMENT**

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	35285973	05/26/2009	Garni Denim LLC
57922-US-CL 35	United States	Registered	Registered	78768353	12/08/2005	3162615	10/24/2006	Garni Denim LLC
57922-US-CL 9 & 24	United States	Registered	Registered	78981807	06/27/2006	35841465	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	07/25/2006	Garni Denim LLC
58102-US-CL 35	United States	Registered	Registered	78768347	12/05/2005	3120798	07/25/2006	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	771114126	02/22/2007	3561705	01/13/2009	Garni Denim LLC
59232-US-CL 25	United States	Registered	Registered	771116587	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	85061028	06/11/2010	3975909	06/07/2011	Garni Denim LLC
59417-US-CL 3	United States	Registered	Registered	77961262	03/17/2010	3959347	05/10/2011	Garni Denim LLC
59483-US-CL 25	United States	Registered	Registered	77692179	03/16/2009	3592039	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 Darim LLC
59760-US-CL 35	United States	Registered	Registered	86399329	09/18/2014	4723775	04/21/2015	Garu Darim LLC
59761-US-CL 35	United States	Registered	Registered	86400716	09/19/2014	4723782	04/21/2015	Garu Darim LLC
59842-US-CL 25	United States	Registered	Registered	86099993	10/11/2013	4547,355	06/10/2014	Garu Darim LLC