

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBR, LLC		01/31/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87543384	THE COLLECTED GROUP	
Serial Number:	87450983	JOIE	
Serial Number:	87340356	CURRENT/ELLIOTT	
Serial Number:	87334652	SOFT JOIE	
Serial Number:	87313193	EQUIPMENT	
Registration Number:	5270646	CURRENT/ELLIOTT	
Registration Number:	5208566	SUNDAY GIRL	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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>			
Phone:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, vishvamiyani@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	327000.027271		
NAME OF SUBMITTER:	John Slaughter		

OP \$190.00 87543384

SIGNATURE:	/john slaughter/
DATE SIGNED:	05/29/2018
Total Attachments: 5 source=Trademark Security Agreement from RBR to Bank of America#page1.tif source=Trademark Security Agreement from RBR to Bank of America#page2.tif source=Trademark Security Agreement from RBR to Bank of America#page3.tif source=Trademark Security Agreement from RBR to Bank of America#page4.tif source=Trademark Security Agreement from RBR to Bank of America#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of January 31, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and between RBR, LLC (the "Grantor") and Bank of America, N.A, as administrative agent and collateral agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Amended and Restated Credit Agreement dated as of May 15, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dutch, LLC (subsequently renamed The Collected Group Company, LLC, the "Borrower"), Dutch Fashion, LLC (subsequently renamed The Collected Group, LLC, "Holdings"), the Lenders and Issuing Banks party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of May 15, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

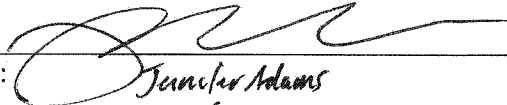
Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under IP Collateral consisting of any Trademarks now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule I and any exclusive Trademark Licenses under which such Grantor is a licensee, including those exclusive Trademark Licenses listed on Schedule II; provided that no security interest is granted on any intent-to-use trademark applications filed in the USPTO to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to use trademark applications under applicable Requirements of Law (collectively, the "Trademark Collateral"). The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

Section 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RBR, LLC,


By: 
Name: Jennifer Adams
Title: *cto*

BANK OF AMERICA, N.A.,
as Administrative Agent

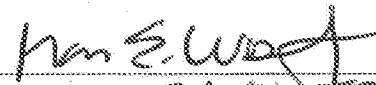
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RBR, LLC,

By: 
Name: Jennifer Adams
Title: CEO

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Marice E. Washington
Title: Vice President

REGISTERED MARKS

Mark	Reg. No.	Reg. Date
CURRENT/ELLIOTT	5270646	08/22/17
SUNDAY GIRL	5208566	05/23/17

PENDING APPLICATIONS

Mark	Appl. No.	Filing Date
THE COLLECTED GROUP	87543384	07/26/17
JOIE	87450983	05/16/17
CURRENT/ELLIOTT	87340356	02/17/17
SOFT JOIE	87334652	02/14/17
EQUIPMENT	87313193	01/25/17

Schedule II to Trademark Security Agreement

EXCLUSIVE TRADEMARK LICENSES

None.