

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST - - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rent the Runway, Inc.		07/23/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Double Helix Pte Ltd, as agent		
Street Address:	60B Orchard Road		
Internal Address:	#06-18 Tower 2		
City:	The Atrium@Orchard		
State/Country:	SINGAPORE		
Postal Code:	238891		
Entity Type:	Corporation: SINGAPORE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	87019881	CINDERELLA MOMENT	
Serial Number:	87019905	CINDERELLA MOMENT	
Serial Number:	86978080	ELLA CARTER	
Serial Number:	87020000	I HAVE NOTHING EVERYTHING TO WEAR	
Serial Number:	87020003	I HAVE NOTHING EVERYTHING TO WEAR	
Serial Number:	86722853	R T R	
Serial Number:	86722879	R T R	
Serial Number:	86722866	R T R	
Serial Number:	86722891	R T R	
Serial Number:	86846779	RENT THE RUNWAY	
Serial Number:	86800409	RENT THE RUNWAY	
Serial Number:	77799178	RENT THE RUNWAY	
Serial Number:	87019985	RTR	
Serial Number:	87019990	RTR	
Serial Number:	87855434	RTR RESERVE	
Serial Number:	87019860	RTR UNLIMITED	
Serial Number:	87855414	RTR UNLIMITED	
Serial Number:	87855426	RTR UPDATE	

CH \$540.00 87019881

Property Type	Number	Word Mark
Serial Number:	85823009	SLATE & WILLOW
Serial Number:	87087082	UNLIMITED CLOSET
Serial Number:	87087086	UNLIMITED CLOSET

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	077803-0001
NAME OF SUBMITTER:	Scott Kareff (077803-0001)
SIGNATURE:	/kc for sk/
DATE SIGNED:	07/30/2018

Total Attachments: 4

source=RTR - Trademark Security Agreement#page1.tif

source=RTR - Trademark Security Agreement#page2.tif

source=RTR - Trademark Security Agreement#page3.tif

source=RTR - Trademark Security Agreement#page4.tif

NOTICE OF GRANT OF SECURITY INTEREST - - TRADEMARKS

WHEREAS, Rent the Runway, Inc., a Delaware corporation (the "**Grantor**"), has entered into a Security Agreement, dated July 23, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Double Helix Pte Ltd, as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "**Agent**"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and trademark applications listed on the attached Schedule A, which trademarks and trademark applications are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**"), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all rights to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof and all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (the "**Collateral**"), to secure the payment, performance and observance of the Secured Indebtedness (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, pledge, assign, transfer and convey unto the Agent for the benefit of the Agent and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Indebtedness.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 23, 2018.

RENT THE RUNWAY, INC., as Grantor

By: SO'Sullivan

Name: Scarlett O'Sullivan

Title: Chief Financial Officer

[Notice of Grant of a Security Interest -- Trademarks]

TRADEMARK
REEL: 006396 FRAME: 0311

SCHEDULE A TO NOTICE OF GRANT OF SECURITY INTEREST

Country	Mark	File Date	Application No.	Registration Date	Registration No.	Status
UNITED STATES	CINDERELLA MOMENT	4/29/2016	87019881			ALLOWED
UNITED STATES	CINDERELLA MOMENT	4/29/2016	87019905			ALLOWED
UNITED STATES	ELLA CARTER	10/6/2014	86978080	3/1/2016	4910177	REGISTERED
UNITED STATES	I HAVE EVERYTHING TO WEAR (Stylized)	4/29/2016	87020000	12/13/2016	5100092	REGISTERED
UNITED STATES	I HAVE EVERYTHING TO WEAR (Stylized)	4/29/2016	87020003			ALLOWED - SOU ACCEPTED
UNITED STATES	R T R (Square Design)	8/12/2015	86722853			ALLOWED
UNITED STATES	R T R (Square Design)	8/12/2015	86722879			ALLOWED
UNITED STATES	R T R (Triangle Design)	8/12/2015	86722866			ALLOWED
UNITED STATES	R T R (Triangle Design)	8/12/2015	86722891	5/29/2018	5481410	REGISTERED
UNITED STATES	RENT THE RUNWAY	12/11/2015	86846779	7/26/2016	5007643	REGISTERED
UNITED STATES	RENT THE RUNWAY	10/27/2015	86800409			PENDING
UNITED STATES	RENT THE RUNWAY	8/6/2009	77799178	1/11/2011	3905182	REGISTERED
UNITED STATES	RTR	4/29/2016	87019985			ALLOWED
UNITED STATES	RTR	4/29/2016	87019990			ALLOWED - SOU ACCEPTED
UNITED STATES	RTR RESERVE	3/29/2018	87855434			PENDING
UNITED STATES	RTR UNLIMITED	4/29/2016	87019860			ALLOWED - SOU ACCEPTED

UNITED STATES	RTR UNLIMITED	3/29/2018	87855414			PENDING
UNITED STATES	RTR UPDATE	3/29/2018	87855426			PENDING
UNITED STATES	SLATE & WILLOW	1/14/2013	85823009	5/24/2016	4964862	REGISTERED
UNITED STATES	UNLIMITED CLOSET	6/28/2016	87087082			ALLOWED
UNITED STATES	UNLIMITED CLOSET	6/28/2016	87087086			ALLOWED