

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504505

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fabletics, LLC		12/31/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Crestline Direct Finance, L.P., as Collateral Agent for the ratable benefit of the Lenders
Street Address:	c/o Crestline Investors, Inc., 201 Main Street
Internal Address:	Suite 1900
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4731957	FABLETICS
Registration Number:	4507778	FABLETICS
Registration Number:	5521047	FABLETICS
Registration Number:	4662161	FABLETICS
Registration Number:	5009625	LIVE YOUR PASSION
Registration Number:	4778129	PAINTFAB
Registration Number:	5520519	POWERHOLD
Serial Number:	87711044	POWERGLOSS
Serial Number:	87711046	POWERSHEEN

CORRESPONDENCE DATA

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

OP \$240.00 4731957

Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Sidney R. Brown

SIGNATURE: /Sidney R. Brown/

DATE SIGNED: 01/04/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 31, 2018, is made by **FABLETICS, LLC**, a Delaware limited liability corporation ("Grantor"), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Collateral Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Pledge and Security Agreement, dated as of December 31, 2018, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Pledge and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Pledge and Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set

forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

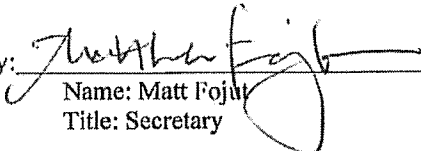
6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

7. **EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 7 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER CREDIT DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FABLETICS, LLC

By: 
Name: Matt Fojut
Title: Secretary

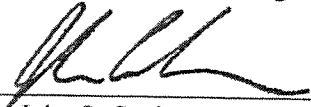
[TechStyle – Trademark Security Agreement]

TRADEMARK
REEL: 006517 FRAME: 0274

CRESTLINE DIRECT FINANCE, L.P.,
as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C., its general partner

By: Crestline Investors, Inc., its manager

By: 
Name: John S. Cochran
Title: Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

1. TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	Status	Filing Date & Application Number	Registration Date & Registration Number	Owner or Applicant

FABLETICS	United States of America	Registered	18-Dec-12 85805165	5-May-15 4731957	Fabletics, LLC
FABLETICS	United States of America	Registered	9-Apr-13 85899473	1-Apr-14 4507778	Fabletics, LLC
FABLETICS	United States of America	Registered	14-Aug-17 87567561	17-Jul-18 5521047	Fabletics, LLC

FABLETICS & Design	United States of America	Registered	16-Dec-13 86144462	30-Dec-14 4662161	Fabletics, LLC
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LIVE YOUR PASSION	United States of America	Registered	18-Mar-15 86979283	26-Jul-16 5009625	Fabletics, LLC
PAINTFAB	United States of America	Registered	17-Jan-14 86168681	21-Jul-15 4778129	Fabletics, LLC
POWERHOLD	United States of America	Registered	21-Mar-17 87380049	17-Jul-18 5520519	Fabletics, LLC

2. TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Status	Filing Date & Application Number	Owner or Applicant
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POWERGLOSS	United States of America	Published	6-Dec-17 87711044	Fabletics, LLC
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POWERSHEEN	United States of America	Allowed	6-Dec-17 87711046	Fabletics, LLC
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