

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504586

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Techstyle, Inc. (f/k/a Just Fabulous, Inc.)		12/31/2018	Corporation: DELAWARE
Fabletics, LLC		12/31/2018	Limited Liability Company: DELAWARE
Personal Retailing, Inc.		12/31/2018	Corporation: DELAWARE
ShoeDazzle.com, Inc.		12/31/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Merkin Family Foundation, as Collateral Agent for the Secured Parties
<b>Street Address:</b>	3115 Ocean Front Walk, Suite 301
<b>City:</b>	Marina Del Rey
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90292
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5521047	FABLETICS
<b>Registration Number:</b>	5591802	JFA
<b>Serial Number:</b>	87720986	JUSTFAB ACTIVE
<b>Serial Number:</b>	87711044	POWERGLOSS
<b>Registration Number:</b>	5520519	POWERHOLD
<b>Serial Number:</b>	87711046	POWERSHEEN

## CORRESPONDENCE DATA

Fax Number:

*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: 4159848700

Email: lagueda@omm.com

Correspondent Name: Maiah H. Parks

Address Line 1: 2 Embarcadero Center Fl 28

Address Line 4: San Francisco, CALIFORNIA 94111

CH \$165.00 5521047

<b>NAME OF SUBMITTER:</b>	Lisa Agueda, Attorney
<b>SIGNATURE:</b>	/Lisa Agueda/
<b>DATE SIGNED:</b>	01/04/2019
<b>Total Attachments: 6</b> source=Heritage - Trademark Security Grant Supplement (Executed)#page1.tif source=Heritage - Trademark Security Grant Supplement (Executed)#page2.tif source=Heritage - Trademark Security Grant Supplement (Executed)#page3.tif source=Heritage - Trademark Security Grant Supplement (Executed)#page4.tif source=Heritage - Trademark Security Grant Supplement (Executed)#page5.tif source=Heritage - Trademark Security Grant Supplement (Executed)#page6.tif	

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS SUPPLEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF DECEMBER 31, 2018 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AND SUBORDINATION AGREEMENT**”), BY AND BETWEEN **CRESTLINE DIRECT FINANCE, L.P.**, A DELAWARE LIMITED PARTNERSHIP, AS FIRST LIEN AGENT AND **MERKIN FAMILY FOUNDATION**, A DELAWARE CORPORATION, AS SUBORDINATED AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT AND THIS SUPPLEMENT, THE TERMS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT SHALL GOVERN AND CONTROL.

### **GRANT OF TRADEMARK SECURITY INTEREST SUPPLEMENT**

This **GRANT OF TRADEMARK SECURITY INTEREST SUPPLEMENT**, dated as of December 31, 2018 (this “**Supplement**”) is delivered pursuant to that certain Grant of Trademark Security Interest, dated as of August 31, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Trademark Security Grant**”), by and among Techstyle, Inc. (f/k/a Just Fabulous, Inc.), a Delaware corporation (the “**Company**”), Fabletics, LLC, a Delaware limited liability company, Personal Retailing Inc., a Delaware corporation and ShoeDazzle.com, Inc., a Delaware corporation (each, a “**Grantor**” and collectively with the Company, the “**Grantors**”) and Merkin Family Foundation, as collateral agent for the Secured Parties (as defined in the Security Agreement) (in such capacity, the “**Grantee**”). Capitalized terms but not otherwise defined herein shall have the meanings set forth in the Trademark Security Grant, which by this reference is incorporated herein.

**WHEREAS**, the Trademark Security Grant was recorded with the United States Patent and Trademark Office on August 31, 2017 (i) against Techstyle, Inc. at Reel 6144, Frame 0761 (ii) against Fabletics, LLC, at Reel 6145, Frame 0124, (iii) against Personal Retailing Inc., at Reel 6144, Frame 0852 and (iv) against ShoeDazzle.com, Inc. at Reel 6145, Frame 0001.

**WHEREAS**, the Grantors and the Grantee wish to supplement the Trademark Security Grant by supplementing Schedule A to the Trademark Security Grant to add the trademarks appearing on Schedule A hereto, and have agreed to do so;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to supplement the Trademark Security Grant as follows:

1. Each Grantor and Grantee hereby agrees that Schedule A to the Trademark Security Grant is hereby supplemented by adding the trademarks appearing on Schedule A attached hereto (the “**Additional Trademarks**”), and such Additional Trademarks shall be and become part of the Trademark Collateral referred to in the Trademark Security Grant and Schedule A attached thereto and shall secure all Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Grantee in all of such Grantor’s right, title, and interest in, to, and under the Trademarks identified on Schedule A to the Trademark Security Grant prior to the effectiveness of this Supplement, (b) grants, assigns, and pledges to Grantee, continuing security interests in all of such Grantor’s right, title, and interest in, to, and under the Additional Trademarks identified on Schedule A attached hereto, (c) represents and warrants that the representations and warranties in the Trademark Security Grant, as amended by this Supplement, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Grant, as supplemented hereby, is and shall remain in full force and effect.

**3. THE VALIDITY OF THIS SUPPLEMENT, 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 TRADEMARK**

**ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.**

4. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement.

5. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Additional Trademarks 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.


6. This Supplement is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned Grantors hereto have executed this Supplement by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

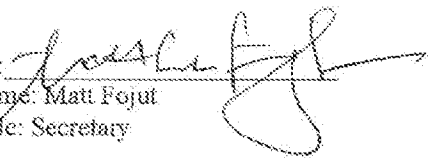
**TECHSTYLE, INC.**

By:   
Name: Matt Fojut  
Title: Secretary


**FABLETICS, LLC**

By:   
Name: Matt Fojut  
Title: Secretary

**PERSONAL RETAILING INC.**

By:   
Name: Matt Fojut  
Title: Secretary

**SHOEDAZZLE.COM, INC.**

By:   
Name: Matt Fojut  
Title: Secretary

**ACCEPTED AND ACKNOWLEDGED TO:**

**GRANTEE:**

**MERKIN FAMILY FOUNDATION**

By: \_\_\_\_\_

Name: Richard Merkin  
Title: President

**Schedule A**

(see below)

No.	Trademark	Jurisdiction	Status	App. No. App. Date	Reg. No. Reg. Date	Applicant/Registrant
1.	A	EU	Registered	17585878; 12 December 2017	17585878; 27 April 2018	TechStyle, Inc.
2.	FABLETICS	U.S.	Registered	87567561; 14 August 2017	5521047; 17 July 2018	Fabletics, LLC
3.	JFA	U.S.	Registered	87720994; 14 December 2017	5591802; 23 October 2018	TechStyle, Inc.
4.	JUSTFAB ACTIVE	U.S.	Published (Pending)	87720986; 14 December 2017	N/A	TechStyle, Inc.
5.	JUSTFAB ACTIVE	U.S.	Registered	17585852; 12 December 2017	17585852; 27 April 2018	TechStyle, Inc.
6.	POWERFREE	Germany	Registered	302017032343. 3; 13 December 2017	30201703234 3; 05 April 2018	Fabletics, LLC
7.	POWERFREE	EU	Registered	17887505; 13 April 2018	17887505; 11 August 2018	Fabletics, LLC
8.	POWERGLOS S	Germany	Unpublishe d Application (Pending)	302017032340. 9; 13 December 2017	N/A	Fabletics, LLC
9.	POWERGLOS S	U.S.	Published (Pending) / Intent to Use	87711044; 06 December 2017	N/A	Fabletics, LLC
10.	POWERHOL D	Germany	Registered	302017032422. 7; 13 December 2017	30201703242 2; 05 March 2018	Fabletics, LLC
11.	POWERHOL D	EU	Registered	17872859; 12 March 2018	17872859; 05 July 2018	Fabletics, LLC
12.	POWERHOL D	U.S.	Registered	87380049; 21 March 2017	5520519; 17 July 2018	Fabletics, LLC
13.	POWERSHEE N	U.S.	Published (Pending) / Intent to Use	87711046; 06 December 2017	N/A	Fabletics, LLC