

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499866

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Talbots, Inc.		10/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
Street Address:	One Independence Center, 101 N. Tryon St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4861184	THE FLAWLESS FIVE-POCKET	
Registration Number:	4812897	T	
Registration Number:	4821404	FLATTERY WILL GET YOU EVERYWHERE TALBOTS	
Registration Number:	4680050	TALBOTS	
Registration Number:	4490763		
Registration Number:	4118271	TALBOTS	
Registration Number:	3755851	CLASSIC AWARDS PLATINUM	
Registration Number:	3706765	CLASSIC AWARDS RED	
Registration Number:	3829069	CLASSIC AWARDS BLACK	
Registration Number:	4168221		
Registration Number:	3052114		
Registration Number:	1114694		
Registration Number:	2790627	TALBOTS	
Registration Number:	2692953	CLASSIC AWARDS	
Registration Number:	2692954	TALBOTS CLASSIC AWARDS	
Registration Number:	2311088	TALBOTS COLLECTION	
Registration Number:	2297384	TALBOTS	
Registration Number:	1826424	TALBOTS PETITES	
Registration Number:	1720913	TALBOTS IS THE CLASSICS	

OP \$715.00 4861184

Property Type	Number	Word Mark
Registration Number:	1771987	
Registration Number:	1711809	TALBOTS KIDS
Registration Number:	5350042	TALBOTS SINCE 1947
Registration Number:	5157568	TALBOTS COMPANY STORE
Registration Number:	5051368	BE YOUR OWN MODERN CLASSIC
Registration Number:	5056109	GIVE CONFIDENCE HOPE STYLE
Registration Number:	3119743	TALBOTS WOMAN PETITES
Serial Number:	87623076	XO BY TALBOTS
Serial Number:	77601814	T

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@coagencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1019048 TM IPSA
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	11/28/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated November 28, 2018, is made by the Person listed on the signature pages hereof (the “**Grantor**”) in favor of Bank of America, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Amended and Restated First Lien Term Loan Credit Agreement, dated as of November 28, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), among The Talbots, Inc., TLB Holdings LLC, the Lenders party thereto from time to time and Bank of America, N.A., as Administrative Agent and Collateral Agent, (ii) each Secured Hedge Agreement and (iii) each Secured Cash Management Agreement. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or Secured Cash Management Agreements, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, the Grantor has executed and delivered that certain First Lien Term Loan Security Agreement dated March 19, 2014, made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

[Signature Page to Trademark Security Agreement]

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

THE TALBOTS, INC.
as Grantor

By: 

Name: Brian P. Keaveney

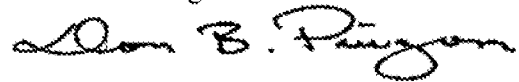
Title: Chief Financial Officer
and Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006556 FRAME: 0678

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

BANK OF AMERICA, N.A.
as Collateral Agent and Grantee

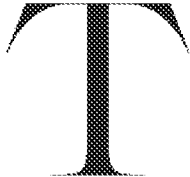
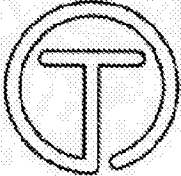

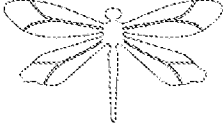



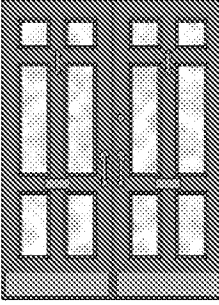
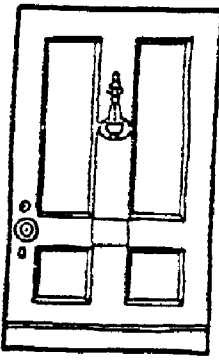


By: _____
Name: Don B. Pinzon
Title: Vice President

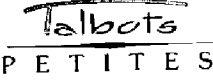
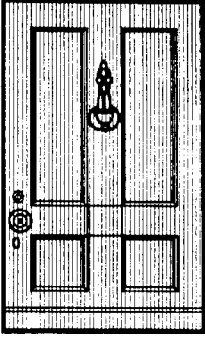

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006556 FRAME: 0679

SCHEDULE A

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
XO BY TALBOTS	U.S.	87623076 9/26/2017	—	The Talbots, Inc.
T in Stylized Letters 	U.S.	77601814 10/28/2008	—	The Talbots, Inc.
THE FLAWLESS FIVE-POCKET	U.S.	86574608 3/24/2015	4861184 11/24/2015	The Talbots, Inc.
T and Design 	U.S.	86559498 3/10/2015	4812897 9/15/2015	The Talbots, Inc.
FLATTERY WILL GET YOU EVERYWHERE TALBOTS PANT COLLECTION and Design 	U.S.	86508516 1/20/2015	4821404 9/29/2015	The Talbots, Inc.
TALBOTS	U.S.	86261568 4/24/2014	4680050 1/27/2015	The Talbots, Inc.
Design only 	U.S.	85979571 3/1/2013	4490763 3/4/2014	The Talbots, Inc.
TALBOTS	U.S.	85380026 7/25/2011	4118271 3/27/2012	The Talbots, Inc.
CLASSIC AWARDS PLATINUM	U.S.	77620938 11/24/2008	3755851 3/2/2010	The Talbots, Inc.
CLASSIC AWARDS RED	U.S.	77620944 11/24/2008	3706765 11/3/2009	The Talbots, Inc.
CLASSIC AWARDS BLACK	U.S.	77620953 11/24/2008	3829069 8/3/2010	The Talbots, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
Design only 	U.S.	77601806 10/28/2008	4168221 7/3/2012	The Talbots, Inc.
Design only 	U.S.	76538934 8/7/2003	3052114 1/31/2006	The Talbots, Inc.
Design only 	U.S.	73088931 6/1/1976	1114694 3/6/1979	The Talbots, Inc.
TALBOTS and Design 	U.S.	76443975 8/23/2002	2790627 12/9/2003	The Talbots, Inc.
CLASSIC AWARDS	U.S.	76402881 4/30/2002	2692953 3/4/2003	The Talbots, Inc.
TALBOTS CLASSIC AWARDS	U.S.	76402882 4/30/2002	2692954 3/4/2003	The Talbots, Inc.
TALBOTS COLLECTION	U.S.	75554276 9/16/1998	2311088 1/25/2000	The Talbots, Inc.
TALBOTS in Stylized Letters 	U.S.	75396254 11/25/1997	2297384 12/7/1999	The Talbots, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
TALBOTS PETITES and Design 	U.S.	74396990 5/28/1993	1826424 3/15/1994	The Talbots, Inc.
TALBOTS IS THE CLASSICS Design only	U.S.	74149567 3/20/1991	1720913 9/29/1992	The Talbots, Inc.
	U.S.	74112243 11/6/1990	1771987 5/18/1993	The Talbots, Inc.
TALBOTS KIDS and Design 	U.S.	74112244 11/5/1990	1711809 9/1/1992	The Talbots, Inc.
TALBOTS SINCE 1947	U.S.	87435029 5/3/2017	5350042 12/5/2017	The Talbots, Inc.
TALBOTS COMPANY STORE	U.S.	86873867 1/13/2016	5157568 3/7/2017	The Talbots, Inc.
BE YOUR OWN MODERN CLASSIC	U.S.	86848063 12/14/2015	5051368 9/27/2016	The Talbots, Inc.
GIVE CONFIDENCE HOPE STYLE	U.S.	86802364 10/28/2015	5056109 10/4/2016	The Talbots, Inc.
TALBOTS WOMAN PETITES	U.S.	78607125 4/12/2005	3119743 7/25/2006	The Talbots, Inc.