

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509998

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FullBeauty Brands Operations, LLC (fka FullBeauty Brands, L.P.)		02/07/2019	Limited Liability Company: INDIANA
Jessica London, Inc.		02/07/2019	Corporation: INDIANA
Swimsuits for All, LLC		02/07/2019	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB, as Second Lien Collateral Agent
Street Address:	500 Delaware Avenue, 11th Floor
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Bank: DELAWARE

PROPERTY NUMBERS Total: 103

Property Type	Number	Word Mark
Registration Number:	4889674	#BEPOWERFULL
Registration Number:	5028657	#COMFORTISCHOICE
Registration Number:	4992007	#OWNYOURCURVES
Registration Number:	5454073	ACTIVE FOR ALL
Registration Number:	2444761	ALLISON WOODS
Registration Number:	3327737	AMOUREUSE
Registration Number:	3256476	BCO
Registration Number:	4999676	BE POWERFULL
Registration Number:	3218794	BOULDER CREEK
Registration Number:	4947195	BRYLANEHOME MAKING HOMES BEAUTIFUL
Registration Number:	2681499	BRYLANEHOME
Registration Number:	2588396	BRYLANEHOME
Registration Number:	4102542	BRYLANEHOME
Registration Number:	2276592	CANDLELIGHT & CHAMPAGNE

CH \$2590.00 4889674

Property Type	Number	Word Mark
Registration Number:	4479069	CERECO
Registration Number:	2859197	CHELSEA STUDIO
Registration Number:	3761302	COMFORT CHOICE MADE TO BE BEAUTIFUL
Registration Number:	3337162	COMFORT CHOICE
Registration Number:	3647499	COMFORTCHOICE
Registration Number:	4515645	COMFORT DOLLARS
Registration Number:	5143053	COMFORT IS CHOICE
Registration Number:	5224652	STABLE HEEL TECHNOLOGY EXTENDED SIZES &W
Registration Number:	3276396	COMFORT VIEW
Registration Number:	4864679	CV SPORT BY COMFORTVIEW
Registration Number:	3926706	DENIM 24/7
Registration Number:	2921453	DENIM 24/7
Registration Number:	2805755	DREAMS & CO.
Registration Number:	3975832	DREAMS CO.
Registration Number:	4721324	EASY ACTIVE
Registration Number:	3533561	EASY ENHANCER
Registration Number:	4259001	EASY MOVEMENT
Registration Number:	3929740	ENERGY FLEX
Registration Number:	4488667	FIT FOR YOU
Registration Number:	4830409	FULLBEAUTY BRANDS
Registration Number:	4823805	FULLBEAUTY SPORT
Registration Number:	4856774	FULLBEAUTY.COM
Registration Number:	4242969	FULLBEAUTY
Registration Number:	4463609	FULLBEAUTY
Registration Number:	4773318	FULLBEAUTY
Registration Number:	4498223	IN SITE THE WOMAN WITHIN BLOG
Registration Number:	3248441	INVISIBLE STRETCH
Registration Number:	2635986	KINGS' COURT
Registration Number:	2751981	KING SIZE DIRECT
Registration Number:	4238990	KINGSIZE THE BIG AND TALL EXPERTS
Registration Number:	931531	KING SIZE
Registration Number:	977344	KING SIZE
Registration Number:	2706494	KINGSIZE
Registration Number:	4102521	KINGSIZE
Registration Number:	3718563	KINGSIZEDIRECT.COM
Registration Number:	2840209	KNOCKAROUNDS
Registration Number:	5471539	KS ISLAND
Registration Number:	4957408	KS\SPORT

Property Type	Number	Word Mark
Registration Number:	4943038	KS\SPORT
Registration Number:	3218621	LIBERTY BLUES
Registration Number:	3905410	LOVE WHAT YOU WEAR
Registration Number:	2666174	MORE FOR LESS IN BIG AND TALL SIZES!
Registration Number:	4952284	MOVE BEAUTIFULLY
Registration Number:	3259164	NO HASSLE
Registration Number:	4102523	ONESTOPPLUS.COM
Registration Number:	2428869	ONLY NECESSITIES
Registration Number:	3919876	OSP TV
Registration Number:	3772906	PETAL BOOST
Registration Number:	2654196	ROAMAN'S
Registration Number:	3242534	ROAMAN'S
Registration Number:	4110889	ROAMAN'S
Registration Number:	4178175	ROAMAN'S
Registration Number:	4856967	SECRET SOLUTIONS
Registration Number:	4947858	SHAPING, SMOOTHING, AND SUPPORT EXCLUSIV
Registration Number:	2807459	SOFT FOCUS
Registration Number:	4923968	
Registration Number:	3796768	SUPPORT WITHOUT CONSTRAINTS
Registration Number:	3213878	SWIM 365
Registration Number:	2793123	THE BEST DRESSED
Registration Number:	4469308	THE BRA CLUB
Registration Number:	4856960	ULTRASMOOTH
Registration Number:	2698161	VIA ACCENTI
Registration Number:	1617731	WOMAN WITHIN
Registration Number:	3220573	WOMAN WITHIN
Registration Number:	3675933	WOMAN WITHIN
Registration Number:	4861196	YOU ARE POWERFULL
Registration Number:	4569594	YOUR SIMPLE SOLUTION FOR EVERYDAY SUPPOR
Registration Number:	2604539 YOUR STYLE, YOUR SIZE
Registration Number:	5252209	CLASSIC REDEFINED, SIZES 12 & UP
Registration Number:	2210503	JESSICA LONDON
Registration Number:	2645682	JESSICA LONDON
Registration Number:	2799241	JESSICA LONDON
Registration Number:	4197096	JESSICA LONDON
Registration Number:	5601590	EVERY BODY IS BEAUTIFUL
Registration Number:	4858456	IT'S BETTER IN A SWIMSUIT
Registration Number:	4844378	LIFE IS BETTER IN A SWIMSUIT

Property Type	Number	Word Mark
Registration Number:	4641375	SEXY AT EVERY CURVE
Registration Number:	4757308	IT'S BETTER IN A SWIMSUIT
Registration Number:	2774185	AQUABELLA
Registration Number:	3813942	SWIMSUITSFORALL
Registration Number:	3838664	BEACH BELLE
Registration Number:	4273392	HIGH PERFORMANCE AT EVERY CURVE
Registration Number:	4343473	DESIGN FIT
Registration Number:	4302623	S4A
Registration Number:	4597595	AQUABELLE
Registration Number:	4362396	SWIM SEXY
Registration Number:	4279995	B. BELLE
Registration Number:	4594482	TROPICULTURE
Registration Number:	4842231	TRULY FLAWLESS

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	43645.00000
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	02/13/2019

Total Attachments: 9

- source=FBB - Second Lien Trademark Security Agreement (Executed)_ (59456798_1)#page1.tif
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated February 7, 2019, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB ("WSFS") as Collateral Agent (the "Second Lien Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, FBB HOLDINGS III, INC., a Delaware corporation (the "Borrower"), FBB HOLDINGS II, INC., a Delaware corporation ("Holdings"), WSFS, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Second Lien Term Loan Credit Agreement dated as of February 7, 2019 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Second Lien Collateral"):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Second Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. 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 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Second Lien 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. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

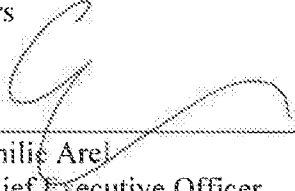
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**FULLBEAUTY BRANDS OPERATIONS, LLC
(f/k/a FULLBEAUTY BRANDS, L.P.),
JESSICA LONDON, INC.,
SWIMSUITS FOR ALL, LLC,
as Grantors**

By: 
Name: Emilie Arel
Title: Chief Executive Officer

**WILMINGTON SAVINGS FUND SOCIETY,
FSB,**
as Second Lien Collateral Agent

By: 
Name: Raye D. Goldsborough
Title: Assistant Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands Operations, LLC	#BEPOWERFULL®	4889674	1/19/2016
FullBeauty Brands Operations, LLC	#COMFORTISCHOICE®	5028657	8/23/2016
FullBeauty Brands Operations, LLC	#OWNYOURCURVE®	4992007	7/5/2016
FullBeauty Brands Operations, LLC	ACTIVE FOR ALL®	5454073	4/24/2018
FullBeauty Brands Operations, LLC	ALLISON WOODS®	2444761	4/17/2001
FullBeauty Brands Operations, LLC	AMOUREUSE®	3327737	10/30/2007
FullBeauty Brands Operations, LLC	BCO®	3256476	6/26/2007
FullBeauty Brands Operations, LLC	BE POWERFULL®	4999676	7/12/2016
FullBeauty Brands Operations, LLC	BOULDER CREEK®	3218794	3/13/2007
FullBeauty Brands Operations, LLC	BRYLANEHOME MAKING HOMES BEAUTIFUL®	4947195	4/26/2016
FullBeauty Brands Operations, LLC	BRYLANEHOME®	2681499	1/28/2003
FullBeauty Brands Operations, LLC	BRYLANEHOME®	2588396	7/2/2002
FullBeauty Brands Operations, LLC	BRYLANEHOME®	4102542	2/21/2012
FullBeauty Brands Operations, LLC	CANDLELIGHT & CHAMPAGNE®	2276592	9/7/1999
FullBeauty Brands Operations, LLC	CERECO®	4479069	2/4/2014
FullBeauty Brands Operations, LLC	CHELSEA STUDIO®	2859197	7/6/2004
FullBeauty Brands Operations, LLC	COMFORT CHOICE MADE TO BE BEAUTIFUL®	3761302	3/16/2010
FullBeauty Brands Operations, LLC	COMFORT CHOICE®	3337162	11/13/2007
FullBeauty Brands Operations, LLC	COMFORT CHOICE® (Flower Design)	3647499	6/30/2009
FullBeauty Brands Operations, LLC	COMFORT DOLLARS®	4515645	4/15/2014

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands Operations, LLC	COMFORT IS CHOICE ®	5143053	2/14/2017
FullBeauty Brands Operations, LLC	Comfortview Logo	5224652	6/13/2017
FullBeauty Brands Operations, LLC	COMFORTVIEW®	3276396	8/7/2007
FullBeauty Brands Operations, LLC	CV SPORT BY COMFORTVIEW®	4864679	12/1/2015
FullBeauty Brands Operations, LLC	DENIM 24/7® (Heart Design)	3926706	3/1/2011
FullBeauty Brands Operations, LLC	DENIM 24/7® (Plain Word)	2921453	1/25/2005
FullBeauty Brands Operations, LLC	DREAMS & CO.®	2805755	1/13/2004
FullBeauty Brands Operations, LLC	DREAMS & CO® (Flower Design)	3975832	6/7/2011
FullBeauty Brands Operations, LLC	EASY ACTIVE®	4721324	4/14/2015
FullBeauty Brands Operations, LLC	EASY ENHANCER®	3533561	11/18/2008
FullBeauty Brands Operations, LLC	EASY MOVEMENT®	4259001	12/11/2012
FullBeauty Brands Operations, LLC	ENERGY FLEX®	3929740	3/8/2011
FullBeauty Brands Operations, LLC	FIT FOR YOU®	4488667	2/25/2014
FullBeauty Brands Operations, LLC	FULLBEAUTY BRANDS®	4830409	10/13/2015
FullBeauty Brands Operations, LLC	FULLBEAUTY SPORT®	4823805	9/29/2015
FullBeauty Brands Operations, LLC	FULLBEAUTY.COM®	4856774	11/17/2015
FullBeauty Brands Operations, LLC	FULLBEAUTY®	4242969	11/13/2012
FullBeauty Brands Operations, LLC	FULLBEAUTY®	4463609	1/7/2014
FullBeauty Brands Operations, LLC	FULLBEAUTY®	4773318	7/14/2015
FullBeauty Brands Operations, LLC	IN SITE THE WOMAN WITHIN BLOG®	4498223	3/18/2014
FullBeauty Brands Operations, LLC	INVISIBLE STRETCH®	3248441	5/29/2007
FullBeauty Brands Operations, LLC	KINGS' COURT®	2635986	10/15/2002
FullBeauty Brands Operations, LLC	KINGSIZE DIRECT®	2751981	8/19/2003

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands Operations, LLC	KINGSIZE THE BIG AND TALL EXPERTS®	4238990	11/6/2012
FullBeauty Brands Operations, LLC	KINGSIZE®	931531	3/28/1972
FullBeauty Brands Operations, LLC	KINGSIZE®	977344	1/22/1974
FullBeauty Brands Operations, LLC	KINGSIZE®	2706494	4/15/2003
FullBeauty Brands Operations, LLC	KINGSIZE®	4102521	2/21/2012
FullBeauty Brands Operations, LLC	KINGSIZEDIRECT.COM®	3718563	12/1/2009
FullBeauty Brands Operations, LLC	KNOCKAROUNDS®	2840209	5/11/2004
FullBeauty Brands Operations, LLC	KS ISLAND® (Design)	5471539	5/15/2018
FullBeauty Brands Operations, LLC	KS SPORT (Design)®	4957408	5/10/2016
FullBeauty Brands Operations, LLC	KS SPORT (Design)®	4943038	4/19/2016
FullBeauty Brands Operations, LLC	LIBERTY BLUES®	3218621	3/13/2007
FullBeauty Brands Operations, LLC	LOVE WHAT YOU WEAR®	3905410	1/11/2011
FullBeauty Brands Operations, LLC	MORE FOR LESS IN BIG AND TALL SIZES!®	2666174	12/24/2002
FullBeauty Brands Operations, LLC	MOVE BEAUTIFULLY®	4952284	5/3/2016
FullBeauty Brands Operations, LLC	NO HASSLE®	3259164	7/3/2007
FullBeauty Brands Operations, LLC	ONESTOPPLUS.COM®	4102523	2/21/2012
FullBeauty Brands Operations, LLC	ONLY NECESSITIES®	2428869	2/13/2001
FullBeauty Brands Operations, LLC	OSP TV®	3919876	2/15/2011
FullBeauty Brands Operations, LLC	PETAL BOOST®	3772906	4/6/2010
FullBeauty Brands Operations, LLC	ROAMAN'S®	2654196	11/26/2002
FullBeauty Brands Operations, LLC	ROAMAN'S®	3242534	5/15/2007
FullBeauty Brands Operations, LLC	ROAMAN'S®	4110889	3/13/2012

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
FullBeauty Brands Operations, LLC	ROAMAN'S®	4178175	7/24/2012
FullBeauty Brands Operations, LLC	SECRET SOLUTIONS® (Plain Word)	4856967	11/17/2015
FullBeauty Brands Operations, LLC	SHAPING, SMOOTHING, AND SUPPORT EXCLUSIVELY FOR YOUR CURVES®	4947858	4/26/2016
FullBeauty Brands Operations, LLC	SOFT FOCUS®	2807459	1/20/2004
FullBeauty Brands Operations, LLC	Starlight Logo	4923968	3/22/2016
FullBeauty Brands Operations, LLC	SUPPORT WITHOUT CONSTRAINTS®	3796768	6/1/2010
FullBeauty Brands Operations, LLC	SWIM 365®	3213878	2/27/2007
FullBeauty Brands Operations, LLC	THE BEST DRESSED®	2793123	12/9/2003
FullBeauty Brands Operations, LLC	THE BRA CLUB & Design®	4469308	1/21/2014
FullBeauty Brands Operations, LLC	ULTRASMOOTH®	4856960	11/17/2015
FullBeauty Brands Operations, LLC	VIA ACCENTI®	2698161	3/18/2003
FullBeauty Brands Operations, LLC	WOMAN WITHIN®	1617731	10/16/1990
FullBeauty Brands Operations, LLC	WOMAN WITHIN®	3220573	3/20/2007
FullBeauty Brands Operations, LLC	WOMAN WITHIN® (stylized)	3675933	9/1/2009
FullBeauty Brands Operations, LLC	YOU ARE POWERFULL®	4861196	11/24/2015
FullBeauty Brands Operations, LLC	YOUR SIMPLE SOLUTION FOR EVERYDAY SUPPORT®	4569594	7/15/2014
FullBeauty Brands Operations, LLC	YOUR STYLE, YOUR SIZE®	2604539	8/6/2002
Jessica London, Inc.	CLASSIC REDEFINED, SIZES 12 & UP®	5252209	7/25/2017
Jessica London, Inc.	JESSICA LONDON®	2210503	12/15/1998
Jessica London, Inc.	JESSICA LONDON®	2645682	11/5/2002
Jessica London, Inc.	JESSICA LONDON®	2799241	12/23/2003

Registered owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date
Jessica London, Inc.	JESSICA LONDON®	4197096	8/28/2012
FullBeauty Brands Operations, LLC	EVERY BODY IS BEAUTIFUL™	5601590	11/06/2018
Swimsuits For All, LLC	IT'S BETTER IN A SWIMSUIT	4858456	11/24/2015
Swimsuits For All, LLC	LIFE IS BETTER IN A SWIMSUIT	4844378	11/03/2015
Swimsuits For All, LLC	SEXY AT EVERY CURVE	4641375	11/18/2014
Swimsuits For All, LLC	IT'S BETTER IN A SWIMSUIT	4757308	06/16/2015
Swimsuits For All, LLC	AQUABELLA	2774185	10/14/2003
Swimsuits For All, LLC	SWIMSUITSFORALL	3813942	07/06/2010
Swimsuits For All, LLC	BEACH BELLE	3838664	08/24/2010
Swimsuits For All, LLC	HIGH PERFORMANCE AT EVERY CURVE	4273392	01/08/2013
Swimsuits For All, LLC	DESIGN FIT	4343473	05/28/2013
Swimsuits For All, LLC	S4A	4302623	03/12/2013
Swimsuits For All, LLC	AQUABELLE	4597595	09/02/2014
Swimsuits For All, LLC	SWIM SEXY	4362396	07/02/2013
Swimsuits For All, LLC	B. BELLE	4279995	01/22/2013
Swimsuits For All, LLC	TROPICULTURE	4594482	08/26/2014
Jessica London, Inc.	TRULY FLAWLESS	4842231	10/27/2015