

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529120

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Worth Collection, Ltd.		06/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust, as Agent		
<b>Street Address:</b>	7255 Woodmont Ave., Suite 200		
<b>Internal Address:</b>	c/o MidCap Financial Services, LLC		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5541244	INTO THE WARDROBE	
<b>Registration Number:</b>	5516710	IN WOMEN WE BELIEVE	
<b>Registration Number:</b>	5508138	BECAUSE WE'VE ALWAYS KNOWN YOUR WORTH	
<b>Registration Number:</b>	5541242	STYLE GETS SOCIAL	
<b>Registration Number:</b>	5541243	THE CRAFT	
<b>Registration Number:</b>	3231685	THE WORTH COLLECTION	
<b>Registration Number:</b>	5151364	W W BY WORTH	
<b>Registration Number:</b>	4902267	W W BY WORTH	
<b>Registration Number:</b>	3192417	WORTH	
<b>Registration Number:</b>	2966181	WORTH	
<b>Registration Number:</b>	2073038	WORTH	
<b>Registration Number:</b>	4433007	WORTH NEW YORK	
<b>Registration Number:</b>	4336391	WORTH NEW YORK	
<b>Registration Number:</b>	2423561	WORTHSTYLE	
<b>Registration Number:</b>	2298403	WORTHWEAR	
<b>Registration Number:</b>	2423560	WORTHWHILE...WORTHSTYLE	
<b>Registration Number:</b>	2609440	WW	
<b>Registration Number:</b>	1965677	WW	

OP \$465.00 5541244

**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:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	6605.066
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	06/25/2019

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") made as of this 25th day of June, 2019, THE WORTH COLLECTION, LTD., a Delaware corporation ("**Grantor**"), in favor of MIDCAP FINANCIAL TRUST, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "**Grantee**");

### RECITALS

A. Grantor, Grantee and Lenders are parties to that certain Credit and Security Agreement dated June 25, 2019 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**"), providing for extension of credit to be made to Grantor and/or one of their Affiliates by Lenders.

B. Pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent-to-use" trademark applications until a verified "Statement of Use" or "Amendment to Allege Use" is filed and accepted with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "**Trademarks**"), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations owing by Grantor or any other Credit Party under the Credit Agreement or other Security Document.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms

its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following to the extent constituting Collateral (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, at the time of the delivery of any Compliance Certificate disclosing the acquisition by Grantor of any registered Trademarks or application for the registration of Trademarks (other than intent to use trademark applications), Grantor shall (a) provide Grantee a listing of any such new registered or applied-for Trademark that constitutes Collateral (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, that constitutes Collateral, "**New Trademarks**") acquired by Grantor during the fiscal quarter corresponding to such financial statement and (b) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

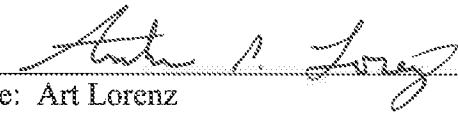
5. Counterparts; Integration. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page shall bind the parties hereto. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

**THE WORTH COLLECTION, LTD.**, a Delaware corporation

By:   
Name: Art Lorenz  
Title: Chief Financial Officer

Accepted and agreed to as of the date first above written.

**GRANTEE:**

**MIDCAP FINANCIAL TRUST**, a Delaware statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP,  
LLC, its general partner




By: 

Name: Maurice Amsellem

Title: Authorized Signatory

**Schedule 1**

**Registered Trademarks and Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Owner</b>
INTO THE WARDROBE	U.S.	86/445970 11/5/2014	5541244 8/14/2018	The Worth Collection, Ltd.
IN WOMEN WE BELIEVE	U.S.	87/430,263 4/28/2017	5516710 7/17 2018	The Worth Collection, Ltd.
BECAUSE WE'VE ALWAYS KNOWN YOUR WORTH	U.S.	87/699,680 11/28/2017	5508138 7/3/2018	The Worth Collection, Ltd.
STYLE GETS SOCIAL	U.S.	86/445957 11/5/2014	5541242 8/14/2018	The Worth Collection, Ltd.
THE CRAFT	U.S.	86/445968 11/5/2014	5541243 8/14/2018	The Worth Collection, Ltd.
THE WORTH COLLECTION	U.S.	78/977085 2/18/2004	3231685 4/17/2007	The Worth Collection, Ltd.
W W BY WORTH (Stylized) 	U.S.	85/412267 8/31/2011	5151364 2/28/2017	The Worth Collection, Ltd.
W W BY WORTH (Stylized) 	U.S.	85/983967 8/31/2011	4902267 2/16/2016	The Worth Collection, Ltd.
WORTH	U.S.	78/747457 11/4/2005	3192417 1/2/2007	The Worth Collection, Ltd.
WORTH	U.S.	78/187863 11/22/2002	2966181 7/12/2005	The Worth Collection, Ltd.
WORTH	U.S.	74/667705 4/28/1995	2073038 6/24/1997	The Worth Collection, Ltd.
WORTH NEW YORK (Stylized) 	U.S.	85/412313 8/31/2011	4433007 11/12/2013	The Worth Collection, Ltd.

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Owner</b>
WORTH NEW YORK (Stylized) <b>WORTH</b> <small>NEW YORK</small>	U.S.	85/979031 8/31/2011	4336391 5/14/2013	The Worth Collection, Ltd.
WORTH WAREHOUSE	U.S.	87/036691 5/13/2016 <b>Intent to Use</b>	—	The Worth Collection, Ltd.
WORTHSTYLE	U.S.	76/008440 3/23/2000	2423561 1/23/2001	The Worth Collection, Ltd.
WORTHWEAR	U.S.	74/732197 9/21/1995	2298403 12/7/1999	The Worth Collection, Ltd.
WORTHWHILE...WORTHSTYLE	U.S.	76/008439 3/23/2000	2423560 1/23/2001	The Worth Collection, Ltd.
WW (Stylized) 	U.S.	76/263593 5/25/2001	2609440 8/20/2002	The Worth Collection, Ltd.
WW (Stylized) 	U.S.	74/675222 5/16/1995	1965677 4/2/1996	The Worth Collection, Ltd.



**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (this "**Supplement**") made as of this \_\_ day of \_\_\_\_\_, 20\_\_ by [\_\_\_\_\_] (the "**Grantor**"), in favor of MIDCAP FINANCIAL TRUST, a Delaware statutory trust, in its capacity as Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, "**Grantee**");

W I T N E S S E T H:

**WHEREAS**, Grantor, Grantee and certain financial institutions are parties to that certain Credit and Security Agreement dated as of June 25, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of June 25, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Agreement**"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

**WHEREAS**, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

**WHEREAS**, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such

New Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such New Trademark, or (b) injury to the goodwill associated with any such New Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

3. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts; Integration. 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. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page shall bind the parties hereto. This Supplement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

**GRANTOR:**

[\_\_\_\_\_]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to as of the date first above written.

**GRANTEE:**

**MIDCAP FINANCIAL TRUST**, a Delaware statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP,  
LLC, its general partner

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED \_\_\_\_\_**

**Trademark Applications**

<b>Trademark/Service Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Goods/Services</b>

**Trademarks**

<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>