

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535540

|   |                                      |                       |                            |
|---|--------------------------------------|-----------------------|----------------------------|
| <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>         |
| FABLETICS, LLC  |                                      | 08/06/2019            | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |                                      |                       |                            |
| <b>Name:</b>  | CORTLAND CAPITAL MARKET SERVICES LLC |                       |                            |
| <b>Street Address:</b>  | 225 W. Washington Street, 9th Floor  |                       |                            |
| <b>City:</b>  | Chicago                              |                       |                            |
| <b>State/Country:</b>   | ILLINOIS                             |                       |                            |
| <b>Postal Code:</b>   | 60606                                |                       |                            |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE  |                       |                            |
| <b>PROPERTY NUMBERS Total: 9</b>  |                                      |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                        | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>   | 4731957                              | FABLETICS             |                            |
| <b>Registration Number:</b>   | 4507778                              | FABLETICS             |                            |
| <b>Registration Number:</b>   | 5521047                              | FABLETICS             |                            |
| <b>Registration Number:</b>   | 4662161                              | FABLETICS             |                            |
| <b>Registration Number:</b>   | 5009625                              | LIVE YOUR PASSION     |                            |
| <b>Registration Number:</b>   | 4778129                              | PAINTFAB              |                            |
| <b>Registration Number:</b>   | 5520519                              | POWERHOLD             |                            |
| <b>Serial Number:</b>   | 88385985                             | MOTION365             |                            |
| <b>Serial Number:</b>   | 88385988                             | SCULPTKNIT            |                            |
| <b>CORRESPONDENCE DATA</b>  |                                      |                       |                            |
| <b>Fax Number:</b>  |                                      |                       |                            |
| <i>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.</i> |                                      |                       |                            |
| <b>Email:</b>   | akwon@cov.com                        |                       |                            |
| <b>Correspondent Name:</b>  | COVINGTON & BURLING LLP              |                       |                            |
| <b>Address Line 1:</b>  | 850 TENTH STREET, NW                 |                       |                            |
| <b>Address Line 4:</b>  | WASHINGTON, D.C. 20001               |                       |                            |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 033619.00015                         |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | ASHLEY M. KWON                       |                       |                            |

OP \$240.00 4731957

|   |                  |
|---|------------------|
| <b>SIGNATURE:</b>   | /ASHLEY M. KWON/ |
| <b>DATE SIGNED:</b>   | 08/06/2019       |
| <b>Total Attachments: 8</b><br>source=TechStyle - 2L Trademark Security Agreement (Fabletics) [Executed]#page1.tif<br>source=TechStyle - 2L Trademark Security Agreement (Fabletics) [Executed]#page2.tif<br>source=TechStyle - 2L Trademark Security Agreement (Fabletics) [Executed]#page3.tif<br>source=TechStyle - 2L Trademark Security Agreement (Fabletics) [Executed]#page4.tif<br>source=TechStyle - 2L Trademark Security Agreement (Fabletics) [Executed]#page5.tif<br>source=TechStyle - 2L Trademark Security Agreement (Fabletics) [Executed]#page6.tif<br>source=TechStyle - 2L Trademark Security Agreement (Fabletics) [Executed]#page7.tif<br>source=TechStyle - 2L Trademark Security Agreement (Fabletics) [Executed]#page8.tif |                  |

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this “Agreement”), dated as of August 6, 2019, is made by **FABLETICS, LLC**, a Delaware limited liability company (“Grantor”), in favor of **CORTLAND CAPITAL MARKET SERVICES LLC**, as Collateral Agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

Grantor has executed and delivered a Second Lien Pledge and Security Agreement, dated as of August 6, 2019, with and in favor of Collateral Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Second Lien Pledge and Security Agreement”). Grantor has pledged and granted to Collateral 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 Collateral Agent (and the ratable benefit of the Secured Parties), 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 Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Collateral Agent a continuing security interest in and a continuing Lien on 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 proceeds, licenses, royalties, income, payments, claims, damages, and proceeds of suit 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 Collateral Agent (for the ratable benefit of the Secured Parties) in connection with the Second Lien 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 Second Lien Pledge and Security Agreement (and all rights and remedies of Collateral 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 Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Pledge and Security 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 Second Lien Pledge and Security Agreement, the terms of the Second Lien Pledge and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. 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.

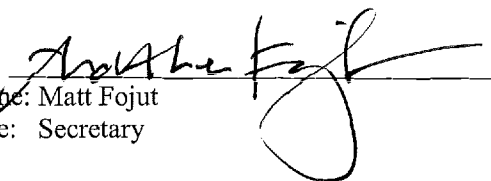
6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST OR THE REMEDIES HEREUNDER IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

7. WAIVER OF JURY TRIAL. 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.

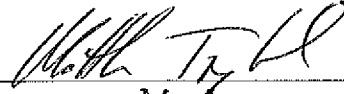
*[Signature pages follow]*

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**, as Grantor

By:   
Name: Matt Fojut  
Title: Secretary

**CORTLAND CAPITAL MARKET SERVICES  
LLC,**  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: Matthew Trybula  
Associate Counsel

**SCHEDULE 1  
TO  
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

| <b>Trademark</b> | <b>Jurisdiction</b>         | <b>Status</b> | <b>Filing Date &amp; Application Number</b> | <b>Registration Date &amp; Registration Number</b> | <b>Owner or Applicant</b> |
|------------------|-----------------------------|---------------|---|--|---------------------------|
| FABLETICS        | Australia                   | Registered    | 17-Jun-13<br>1171368                        | 17-Jun-13<br>1171368                               | Fabletics, LLC            |
| FABLETICS        | Bahrain                     | Registered    | 25-Dec-16<br>118155                         | 11-Jul-17<br>118155                                | Fabletics, LLC            |
| FABLETICS        | Bahrain                     | Registered    | 25-Dec-16<br>118156                         | 11-Jul-17<br>118156                                | Fabletics, LLC            |
| FABLETICS        | Canada                      | Registered    | 17-Jun-13<br>1631494                        | 7-Jun-16<br>TMA940200                              | Fabletics, LLC            |
| FABLETICS        | China                       | Registered    | 17-Jun-13<br>1171368                        | 17-Jun-13<br>1171368                               | Fabletics, LLC            |
| FABLETICS        | European Union              | Registered    | 17-Jun-13<br>1171368                        | 17-Jun-13<br>1171368                               | Fabletics, LLC            |
| FABLETICS        | European Union              | Registered    | 3-Mar-17<br>16433252                        | 16-Jun-17<br>16433252                              | Fabletics, LLC            |
| FABLETICS        | Hong Kong                   | Registered    | 11-Nov-16<br>303960306                      | 11-Nov-16<br>303960306                             | Fabletics, LLC            |
| FABLETICS        | India                       | Registered    | 27-Jun-17<br>3579283                        | 27-Jun-17<br>3579283                               | Fabletics, LLC            |
| FABLETICS        | Indonesia                   | Registered    | 7-Jun-17<br>D002017025<br>856               | 6-Aug-18<br>IDM000632053                           | Fabletics, LLC            |
| FABLETICS        | International Bureau (WIPO) | Registered    | 17-Jun-13<br>1171368                        | 17-Jun-13<br>1171368                               | Fabletics, LLC            |
| FABLETICS        | Japan                       | Registered    | 17-Jun-13<br>1171368                        | 17-Jun-13<br>1171368                               | Fabletics, LLC            |
| FABLETICS        | Jordan                      | Unfiled       |   |  | Fabletics, LLC            |
| FABLETICS        | Jordan                      | Unfiled       |   |  | Fabletics, LLC            |
| FABLETICS        | Kuwait                      | Published     | 11-Jan-17<br>186744                         |  | Fabletics, LLC            |
| FABLETICS        | Lebanon                     | Unfiled       |   |  | Fabletics, LLC            |
| FABLETICS        | Malaysia                    | Registered    | 1-Jun-17<br>2017059972                      | 1-Jun-17<br>2017059972                             | Fabletics, LLC            |
| FABLETICS        | Malaysia                    | Registered    | 1-Jun-17<br>2017059973                      | 1-Jun-17<br>2017059973                             | Fabletics, LLC            |

|                       |                                   |            |                               |                          |                   |
|-----------------------|-----------------------------------|------------|-------------------------------|--------------------------|-------------------|
| FABLETICS             | Mexico                            | Registered | 17-Apr-14<br>1171368          | 17-Apr-14<br>1171368     | Fabletics,<br>LLC |
| FABLETICS             | Philippines                       | Registered | 2-Jun-17<br>4201700856<br>5   | 31-Aug-17<br>42017008565 | Fabletics,<br>LLC |
| FABLETICS             | Qatar                             | Registered | 8-Jan-17<br>111364            | 8-Jan-17<br>111364       | Fabletics,<br>LLC |
| FABLETICS             | Qatar                             | Registered | 8-Jan-17<br>111365            | 8-Jan-17<br>111365       | Fabletics,<br>LLC |
| FABLETICS             | Republic of<br>Korea              | Registered | 1-Jun-17<br>401353547         | 24-Apr-18<br>401353547   | Fabletics,<br>LLC |
| FABLETICS             | Saudi Arabia                      | Registered | 20-Dec-16<br>1438006807       | 20-Mar-17<br>1438006807  | Fabletics,<br>LLC |
| FABLETICS             | Saudi Arabia                      | Registered | 20-Dec-16<br>1438006808       | 20-Mar-17<br>1438006808  | Fabletics,<br>LLC |
| FABLETICS             | Singapore                         | Registered | 2-Jun-17<br>4020171015<br>4T  | 2-Jun-17<br>40201710154T | Fabletics,<br>LLC |
| FABLETICS             | United Arab<br>Emirates           | Registered | 24-Dec-16<br>265390           | 16-Jul-17<br>265390      | Fabletics,<br>LLC |
| FABLETICS             | United Arab<br>Emirates           | Registered | 24-Dec-16<br>265391           | 16-Jul-17<br>265391      | Fabletics,<br>LLC |
| FABLETICS             | United States<br>of America       | Registered | 18-Dec-12<br>85805165         | 5-May-15<br>4731957      | Fabletics,<br>LLC |
| FABLETICS             | United States<br>of America       | Registered | 9-Apr-13<br>85899473          | 1-Apr-14<br>4507778      | Fabletics,<br>LLC |
| FABLETICS             | United States<br>of America       | Registered | 14-Aug-17<br>87567561         | 17-Jul-18<br>5521047     | Fabletics,<br>LLC |
| FABLETICS &<br>Design | Australia                         | Registered | 30-Dec-13<br>1231138          | 30-Dec-13<br>1231138     | Fabletics,<br>LLC |
| FABLETICS &<br>Design | Canada                            | Registered | 12-Dec-13<br>1656092          | 14-Jul-17<br>TMA975720   | Fabletics,<br>LLC |
| FABLETICS &<br>Design | European<br>Union                 | Registered | 30-Dec-13<br>1231138          | 30-Dec-13<br>1231138     | Fabletics,<br>LLC |
| FABLETICS &<br>Design | India                             | Registered | 27-Jun-17<br>3579284          | 27-Jun-17<br>3579284     | Fabletics,<br>LLC |
| FABLETICS &<br>Design | Indonesia                         | Published  | 3-Jul-17<br>D002017029<br>460 |                          | Fabletics,<br>LLC |
| FABLETICS &<br>Design | International<br>Bureau<br>(WIPO) | Registered | 30-Dec-13<br>1231138          | 30-Dec-13<br>1231138     | Fabletics,<br>LLC |
| FABLETICS &<br>Design | Japan                             | Registered | 30-Dec-13<br>1231138          | 30-Dec-13<br>1231138     | Fabletics,<br>LLC |
| FABLETICS &<br>Design | Malaysia                          | Registered | 23-Jun-17<br>2017061783       | 23-Jun-17<br>2017061783  | Fabletics,<br>LLC |
| FABLETICS &<br>Design | Malaysia                          | Registered | 23-Jun-17<br>2017061785       | 23-Jun-17<br>2017061785  | Fabletics,<br>LLC |



|                    |                             |            |                               |                           |                |
|--------------------|-----------------------------|------------|-------------------------------|---------------------------|----------------|
| FABLETICS & Design | Philippines                 | Registered | 23-Jun-17<br>4201700983<br>7  | 14-Sep-17<br>42017009837  | Fabletics, LLC |
| FABLETICS & Design | Republic of Korea           | Registered | 23-Jun-17<br>401368236        | 14-Jun-18<br>401368236    | Fabletics, LLC |
| FABLETICS & Design | Singapore                   | Registered | 23-Jun-17<br>4020171200<br>1P | 23-Jun-17<br>40201712001P | Fabletics, LLC |
| FABLETICS & Design | United States of America    | Registered | 16-Dec-13<br>86144462         | 30-Dec-14<br>4662161      | Fabletics, LLC |
| FABLETICS Logo     | European Union              | Registered | 3-Mar-17<br>16433261          | 16-Jun-17<br>16433261     | Fabletics, LLC |
| LIVE YOUR PASSION  | Australia                   | Registered | 18-Sep-15<br>1281536          | 18-Sep-15<br>1281536      | Fabletics, LLC |
| LIVE YOUR PASSION  | China                       | Registered | 18-Sep-15<br>1281536          | 30-Jun-17<br>1281536      | Fabletics, LLC |
| LIVE YOUR PASSION  | European Union              | Registered | 18-Sep-15<br>1281536          | 18-Sep-15<br>1281536      | Fabletics, LLC |
| LIVE YOUR PASSION  | International Bureau (WIPO) | Registered | 18-Sep-15<br>1281536          | 18-Sep-15<br>1281536      | Fabletics, LLC |
| LIVE YOUR PASSION  | United States of America    | Registered | 18-Mar-15<br>86979283         | 26-Jul-16<br>5009625      | Fabletics, LLC |
| PAINTFAB           | United States of America    | Registered | 17-Jan-14<br>86168681         | 21-Jul-15<br>4778129      | Fabletics, LLC |
| POWERHOLD          | United States of America    | Registered | 21-Mar-17<br>87380049         | 17-Jul-18<br>5520519      | Fabletics, LLC |

## 2. TRADEMARK APPLICATIONS

| Trademark | Jurisdiction             | Status  | Filing Date & Application Number | Owner or Applicant |
|-----------|--------------------------|---------|----------------------------------|--------------------|
| FABLETICS | Thailand                 | Pending | 6-Jun-17<br>170119252            | Fabletics, LLC     |
| FABLETICS | Turkey                   | Pending | 13-Oct-18<br>1171368             | Fabletics, LLC     |
| FABLETICS | Russian Federation       | Pending | 13-Oct-18<br>1171368             | Fabletics, LLC     |
| FABLETICS | Oman                     | Pending | 13-Oct-18<br>1171368             | Fabletics, LLC     |
| FABLETICS | Kuwait                   | Pending | 11-Jan-17<br>186745              | Fabletics, LLC     |
| FABLETICS | Egypt                    | Pending | 13-Oct-18<br>1171368             | Fabletics, LLC     |
| MOTION365 | United States of America | Pending | 15-Apr-19<br>88385985            | Fabletics, LLC     |

|            |                             |         |                       |                   |
|------------|-----------------------------|---------|-----------------------|-------------------|
| POWERHOLD  | Canada                      | Pending | 21-Dec-17<br>1874490  | Fabletics,<br>LLC |
| SCULPTKNIT | United States<br>of America | Pending | 15-Apr-19<br>88385988 | Fabletics,<br>LLC |

3. TRADEMARK LICENSES

None.