

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REFINERY 29, INC.		11/04/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87501122	29ROOMS	
Serial Number:	85869349	R29	
Serial Number:	85902428	R29	
Serial Number:	85869346	REFINERY29	
Serial Number:	87662381	SHATTERBOX	
Serial Number:	86385726	STYLE OUT THERE	
Serial Number:	87209101	STYLE OUT THERE	
Serial Number:	88291309	THE 29TH	
Serial Number:	86498813	THE ANTI-DIET PROJECT	
Serial Number:	88306563	UNBOTHERED	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		

CH \$265.00 87501122

ATTORNEY DOCKET NUMBER:	41811/6
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	11/14/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) dated as of November 4, 2019 is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION** (“**Wilmington Trust**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Credit Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, the Grantors have entered into that certain Amended and Restated Credit and Guaranty Agreement, dated as of November 4, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with XXIII Capital F Limited, as Administrative Agent and Wilmington, as Collateral Agent, and the Lenders party thereto;

WHEREAS, as a condition precedent to the extensions of credit by the Lenders and other accommodations of the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of May 2, 2019, made by the Grantors to the Collateral Agent, as supplemented by that certain Pledge Supplement, dated as of November 4, 2019 (and as otherwise amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable 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 U.S. 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 Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Trademark Collateral**”):

(i) all of such Grantor’s Trademark registrations, Trademark applications and Trademark Licenses, including, without limitation, those referred to on Schedule I hereto;

(ii) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(iii) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

provided that no security interest shall be granted in any Excluded Asset (as defined in the Security Agreement).

SECTION 2. Security for Obligations. The grant of a security interest in the 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 Credit 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.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks, the Canadian Intellectual Property Office and any other applicable government officer 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 Collateral Agent with respect to the Trademark 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. Each Grantor shall, and hereby authorizes the Collateral Agent (but the Collateral Agent shall be under no obligation) unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of Grantors, which become part of the Trademark Collateral. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule I.

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. Concerning the Collateral Agent. Wilmington Trust, National Association acts under this Trademark Security Agreement solely in its capacity as Collateral Agent and not in its individual or corporate capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Security Agreement and the Credit Agreement as though fully set forth herein.

[Signatures pages to follow]

IN WITNESS WHEREOF, the 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.

REFINERY 29, INC.

By: Melanie Goldey
Name: Melanie Goldey
Title: Chief Financial Officer and Treasurer

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Owner	Trademark	Application No.	Registration No.	Registration Date
Refinery 29 Inc.	29ROOMS	87501122	5394999	Feb 6, 2018
Refinery 29 Inc.	R29	85869349	4520247	April 29, 2014
Refinery 29 Inc.	R29	85902428	4782417	July 28, 2015
Refinery 29 Inc.	REFINERY29	85869346	4520246	April 29, 2014
Refinery 29 Inc.	SHATTERBOX	87662381	5485802	June 5, 2018
Refinery 29 Inc.	STYLE OUT THERE	86385726	5100827	December 13, 2016
Refinery 29 Inc.	STYLE OUT THERE	87209101	5213364	May 30, 2017
Refinery 29 Inc.	THE 29TH	88291309	N/A	N/A
Refinery 29 Inc.	THE ANTI-DIET PROJECT	86498813	4799128	August 25, 2015
Refinery 29 Inc.	UNBOTHERED	88306563	N/A	N/A
Refinery 29 Inc.	THE 29TH	1982771 (Application Date 18-JUL-2019/Canada)	N/A	N/A
Refinery 29 Inc.	29ROOMS	1933677 (Application Date 03-DEC-2018/Canada)	N/A	N/A
Refinery 29 Inc.	REFINERY29	1700419 (Application Date 30-OCT-2014/Canada)	TMA929217	February 17, 2016

Trademark Licenses

None.