

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guru Denim LLC		11/15/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Delaware Trust Company		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	88058595	TRUE RLGN	
Serial Number:	88058607	MYRLGN	
Registration Number:	5738461	U	
Serial Number:	88223602	TRUE RELIGION WORLD TOUR FASHION FOR THE	
Serial Number:	88223607	U	
Serial Number:	85830296	U	
Registration Number:	5581566	LAST STITCH	
Serial Number:	88374001	TRUE RELIGION ELEVATED	
Serial Number:	88374006	TRUE RELIGION ELEVATED	
Serial Number:	88410156		
Serial Number:	88410158	U	
Serial Number:	88410163	U	
Serial Number:	88410168	U	
Serial Number:	88410169	U	
Serial Number:	88410172	U	
Serial Number:	88410173	U	
Serial Number:	88567378		
Serial Number:	88567380		
Serial Number:	88567383		
TRADEMARK			

CH \$790.00 88058595

Property Type	Number	Word Mark
Serial Number:	88567387	
Serial Number:	88567391	
Serial Number:	88567392	TR
Serial Number:	88567396	TR
Serial Number:	88567399	TR
Serial Number:	88567401	TR
Serial Number:	88567405	TR
Serial Number:	88616444	TRUE RELIGION 1888
Serial Number:	88616450	TRUE RELIGION 1888
Serial Number:	88616456	TRUE RELIGION 1888
Serial Number:	88616462	TRUE RELIGION 1888
Serial Number:	88616470	TRUE RELIGION 1888

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 6179517790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 109990-0018

NAME OF SUBMITTER: Ronald M. Duvernay

SIGNATURE: /r duvernay/

DATE SIGNED: 11/15/2019

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT (SUPPLEMENT NO. 1)

This TRADEMARK SECURITY AGREEMENT (SUPPLEMENT NO. 1) (this "Trademark Security Agreement") is made this 15th day of November, 2019, between the Grantor listed on the signature pages hereto (the "Grantor"), and DELAWARE TRUST COMPANY, in its capacity as Collateral Agent for the benefit of the Secured Creditors (together with its successors, the "Collateral Agent"), and supplements that certain Trademark Security Agreement, dated as of October 27, 2017, by the Grantor and certain other Credit Parties in favor of the Collateral Agent, which was recorded at the United States Patent and Trademark Office on January 12, 2018, at Reel/Frame 6249/0031.

W I T N E S S E T H:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of October 27, 2017 (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement") among TRLG Intermediate Holdings, LLC, a Delaware limited liability company, as Holdings, True Religion Apparel, Inc., a Delaware corporation, as Borrower, the lenders from time to time party thereto as "Lenders" (the "Lenders"), the Collateral Agent and the Administrative Agent (together with the Lenders and the Collateral Agent, the "Lender Creditors"), the Lender Creditors have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Credit Parties may enter into (or be a party to) one or more Term Secured Hedging Agreements with a Hedging Creditor (the Hedging Creditors and the Lender Creditors are herein called the "Secured Creditors");

WHEREAS, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to Borrower as provided for in the Credit Agreement, the Grantor and the other Credit Parties have agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of October 27, 2017, among the Credit Parties and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in the Grantor’s right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(a) all of the Grantor’s trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those marks listed on Schedule I; (ii) all renewals thereof; and (iii) the goodwill of the businesses with which the Trademark Collateral is associated; and

(b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the 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. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, or other parties to the Security Agreement, to the Collateral Agent or any other Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor or such other parties.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor’s obligations under this Section, the Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I

shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN THE TRADEMARK COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.**

9. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office and the Canadian Intellectual Property Office record this Trademark Security Agreement against the Trademark Collateral.

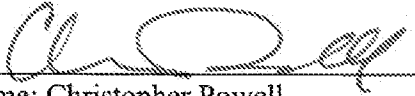
10. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or

repayment in full of the Secured Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification and expense reimbursement Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of this page intentionally left blank.]

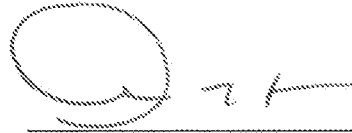
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GURU DENIM LLC

By: 
Name: Christopher Powell
Title: Vice President and Controller

**ACCEPTED AND ACKNOWLEDGED
BY:**

DELAWARE TRUST COMPANY, as Collateral
Agent



By: _____
Name: Alan R. Halpern
Title: Vice President

[Signature Page to Term Loan Trademark Security Agreement (Supplement No. 1)]

**TRADEMARK
REEL: 006797 FRAME: 0320**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

See attached.

Canadian Trademarks:

Registered Owner	Trademark	Registration Date	Registration No./Application No.
Guru Denim LLC	TRUE RELIGION	2018-04-17	TMA994578 App. No. 1582750
Guru Denim LLC	BUDDHA FACE LOGO	2018-12-21	App. No. 1937728
Guru Denim LLC	TRUE RELIGION WORLD TOUR FASHION FOR THE SENSES SECTION ROW SEAT & DESIGN	2018-12-21	App. No. 1937731
Guru Denim LLC	TRUE RELIGION BRAND JEANS	2011-02-01	TMA789226 App. No. 1472196
Guru Denim LLC	U Design	2010-03-31	TMA763227 App. No. 1409837
Guru Denim LLC	TRUE RELIGION & Design	2006-01-11	TMA656297 App. No. 1237085
Guru Denim LLC	TRUE RELIGION BRAND JEANS WORLD TOUR and Design	2014-01-10	TMA868822 App. No. 1571270
Guru Denim LLC	U Design	2008-11-21	TMA729199 App. No. 1324859
Guru Denim LLC	MYRLGN	2019-01-18	App. No. 1941573
Guru Denim LLC	FULL BUDDHA AND GUITAR DESIGN	2018-12-21	App. No. 1937840
Guru Denim LLC	TRUE RLGN	2018-12-21	App. No. 1937726

United States Trademarks:

Registered Owner	Trademark	Registration Date/Application Date	Registration No./Application No.
Guru Denim LLC	TRUE RLGN	07/30/2019	App. No. 88/058,595
Guru Denim LLC	MYRLGN	07/30/2019	App. No. 88/058,607
Guru Denim LLC	U Design	04/30/2019	Reg. No. 5,738,461
Guru Denim LLC	TRUE RELIGION WORLD TOUR FASHION FOR THE SENSES SECTION ROW SEAT	12/10/2018	App. No. 88/223,602
Guru Denim LLC	Buddha Face Design	12/10/2018	App. No. 88/223,607
Guru Denim LLC	U Design	01/23/2013	App. No. 85/830,296
Guru Denim LLC	LAST STITCH	10/09/2018	Reg. No. 5,581,566
Guru Denim LLC	TRUE RELIGION ELEVATED	04/05/2019	App. No. 88/374,001

Registered Owner	Trademark	Registration Date/Application Date	Registration No./Application No.
Guru Denim LLC	TRUE RELIGION ELEVATED	04/05/2019	App. No. 88/374,006
Guru Denim LLC	Buddha & Guitar Design	04/30/2019	App. No. 88/410,156
Guru Denim LLC	U Design	04/30/2019	App. No. 88/410,158
Guru Denim LLC	U Design	04/30/2019	App. No. 88/410,163
Guru Denim LLC	U Design	04/30/2019	App. No. 88/410,168
Guru Denim LLC	U Design	04/30/2019	App. No. 88/410,169
Guru Denim LLC	U Design	04/30/2019	App. No. 88/410,172
Guru Denim LLC	U Design	04/30/2019	App. No. 88/410,173
Guru Denim LLC	1888 Logo	08/05/2019	App. No. 88/567,378
Guru Denim LLC	1888 Logo	08/05/2019	App. No. 88/567,380
Guru Denim LLC	1888 Logo	08/05/2019	App. No. 88/567,383
Guru Denim LLC	1888 Logo	08/05/2019	App. No. 88/567,387
Guru Denim LLC	1888 Logo	08/05/2019	App. No. 88/567,391
Guru Denim LLC	Retro TR Logo	08/05/2019	App. No. 88/567,392
Guru Denim LLC	Retro TR Logo	08/05/2019	App. No. 88/567,396
Guru Denim LLC	Retro TR Logo	08/05/2019	App. No. 88/567,399
Guru Denim LLC	Retro TR Logo	08/05/2019	App. No. 88/567,401
Guru Denim LLC	Retro TR Logo	08/05/2019	App. No. 88/567,405
Guru Denim LLC	TRUE RELIGION 1888	09/13/2019	App. No. 88/616,444
Guru Denim LLC	TRUE RELIGION 1888	09/13/2019	App. No. 88/616,450
Guru Denim LLC	TRUE RELIGION 1888	09/13/2019	App. No. 88/616,456
Guru Denim LLC	TRUE RELIGION 1888	09/13/2019	App. No. 88/616,462
Guru Denim LLC	TRUE RELIGION 1888	09/13/2019	App. No. 88/616,470