

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM573564

<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>
1616 HOLDINGS, INC.		04/24/2020	Corporation: PENNSYLVANIA
FIVE BELOW, INC.		04/24/2020	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Agent		
<b>Street Address:</b>	125 High Street, 11th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77964598	{ROOM 2 ROOM}	
<b>Serial Number:</b>	88119504	10 BELOW	
<b>Serial Number:</b>	88511712	5 AND 10 BELOW	
<b>Serial Number:</b>	88511745	5 BELOW	
<b>Serial Number:</b>	88511668	5 TO 10	
<b>Serial Number:</b>	88533292	COOL STUFF \$1 TO \$5 FIVE BELOW	
<b>Serial Number:</b>	88533353	COOL STUFF \$1 TO \$5 FIVE BELOW	
<b>Serial Number:</b>	86104300	FIVE & TEN BELOW	
<b>Serial Number:</b>	88078911	FIVE & TEN BELOW	
<b>Serial Number:</b>	88511880	FIVE AND TEN BELOW	
<b>Serial Number:</b>	85287880	FIVE BELOW	
<b>Serial Number:</b>	86325930	FIVE BEL <sup>®</sup> W	
<b>Serial Number:</b>	87219579	FIVE BELOW	
<b>Serial Number:</b>	87219562	FIVE BELOW	
<b>Serial Number:</b>	78220962	FIVE BELOW	
<b>Serial Number:</b>	77638110	FIVE BELOW HOT STUFF. COOL PRICES.	
<b>Serial Number:</b>	88706861	HIGH FIVE	
<b>Serial Number:</b>	88119551	JUST WOW	

CH \$840.00 77964598

Property Type	Number	Word Mark
Serial Number:	88514204	JUSTWOW!
Serial Number:	88514352	JUSTWOW!
Serial Number:	88514249	JUSTWOW!
Serial Number:	88514414	JUSTWOW!
Serial Number:	88703490	METROPACK
Serial Number:	77982709	ROOM 2 ROOM
Serial Number:	85767992	SERIES-8 FITNESS
Serial Number:	85983721	SERIES-8 FITNESS
Serial Number:	88511837	TEN AND BELOW
Serial Number:	86104317	TEN BELOW
Serial Number:	88078877	TEN BELOW
Serial Number:	88669169	VERGE
Serial Number:	88669296	XVB
Serial Number:	87979407	HOLLAR
Serial Number:	86688408	HOLLAR

#### CORRESPONDENCE DATA

**Fax Number:** 6179518736

*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:** 6173417729

**Email:** katarzyna.gaysunas@morganlewis.com

**Correspondent Name:** Katarzyna Gaysunas

**Address Line 1:** 1 Federal St

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110-1726

<b>NAME OF SUBMITTER:</b>	Katarzyna Gaysunas
<b>SIGNATURE:</b>	/Katarzyna Gaysunas/
<b>DATE SIGNED:</b>	04/24/2020

#### Total Attachments: 8

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## SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Second Amended and Restated Trademark Security Agreement (this “Trademark Security Agreement”) is made as of the 24<sup>th</sup> day of April by **FIVE BELOW, INC.** (the “Borrower”) and **1616 HOLDINGS, INC.** (the “Guarantor”, together with the Borrower, the “Grantors” and each individually, a “Grantor”) in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the “Agent”).

WHEREAS, the Borrower executed and delivered an Amended and Restated Trademark Collateral Assignment and Security Agreement dated May 16, 2012 and recorded with the United States Patent and Trademark Office on May 24, 2012 at Reel 4787, Frame 0102 (as amended of record from time to time, hereinafter the “Initial Grant”) in favor of the Agent, pursuant to which the Borrower pledged, assigned and granted a security interest in certain Trademarks (as defined therein).

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent, pursuant to which the Grantors are required to amend and restate the Initial Grant and execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantors hereby pledge to the Agent, its successors and permitted assigns, for the benefit of the Credit Parties, and hereby grants to the Agent, its successors and permitted assigns, for the benefit of the Credit Parties, a security interest in all of the Grantors’ right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantors or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;
- (ii) all goodwill associated therewith or symbolized thereby;

- (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. 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. The Grantors authorize and request that the Commissioner of Trademarks record this Trademark Security Agreement.

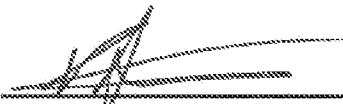
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first written above.

**FIVE BELOW, INC.,**

By:   
Name: Ronald J. Masciantonio  
Title: Senior Vice President, General  
Counsel and Secretary

**1616 HOLDINGS, INC.,**

By:   
Name: Ronald J. Masciantonio  
Title: Secretary

[Five Below --Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Agent

By: 

Name: Peter Foley

Title: Director

[Five Below – Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006923 FRAME: 0453**

# SCHEDULE I

## Trademark Registrations and Applications

TRADEMARK	STATUS	COUNTRY	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
{ROOM 2 ROOM}	Registered	United States of America	77/964598	3/22/2010	4632590	11/4/2014	1616 Holdings, Inc.
10 BELOW	Published	United States of America	88/119504	9/17/2018			Five Below, Inc.
5 AND 10 BELOW	Allowed	United States of America	88/511712	07/12/2019			Five Below, Inc.
5 BELOW	Allowed	United States of America	88/511745	07/12/2019			Five Below, Inc.
5 TO 10	Pending	United States of America	88/511668	07/12/2019			Five Below, Inc.
COOL STUFF \$1 TO \$5 FIVE BELOW & Design (Black & White)	Published	United States of America	88/533292	07/24/2019			Five Below, Inc.
COOL STUFF \$1 TO \$5 FIVE BELOW & Design (Color)	Published	United States of America	88/533353	07/24/2019			Five Below, Inc.
FIVE & TEN BELOW	Registered	United Kingdom	2505878	1/7/2009	2505878	6/26/2009	Five Below, Inc.
FIVE & TEN BELOW	Registered	United States of America	86/104300	10/29/2013	5601485	11/6/2018	Five Below, Inc.
FIVE & TEN BELOW	Published	United States of America	88/078911	8/15/2018			Five Below, Inc.
FIVE AND TEN BELOW	Allowed	United States of America	88/511880	07/12/2019			Five Below, Inc.
FIVE BELOW	Registered	Australia	1614198	3/28/2014	1614198	11/19/2014	Five Below, Inc.
FIVE BELOW	Registered	Brazil	907465463	3/21/2014	907465463	7/18/2017	Five Below, Inc.
FIVE BELOW	Registered	Canada	1440911	6/9/2009	TMA789594	2/3/2011	1616 Holdings, Inc.

TRADEMARK	STATUS	COUNTRY	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
FIVE BELOW	Registered	China (People's Republic)	14863213	7/23/2014	14863213	9/14/2015	Five Below, Inc.
FIVE BELOW	Registered	China (People's Republic)	14863214	7/23/2014	14863214	9/14/2015	Five Below, Inc.
FIVE BELOW	Registered	European Union (Community)	12672201	3/7/2014	12672201	8/4/2014	Five Below, Inc.
FIVE BELOW	Registered	Hong Kong	302934324	3/21/2014	302934324	9/26/2014	Five Below, Inc.
FIVE BELOW	Registered	India	2675891	2/11/2014	2675891	8/31/2016	Five Below, Inc.
FIVE BELOW	Registered	Korea, Republic of	2014-10788	3/20/2014	41-0319236	4/14/2015	Five Below, Inc.
FIVE BELOW	Registered	Mexico	1457461	2/14/2014	1508667	1/23/2015	Five Below, Inc.
FIVE BELOW	Registered	Singapore	T1404193J	3/21/2014	T1404193J	9/16/2015	Five Below, Inc.
FIVE BELOW	Registered	Taiwan	103016179	3/26/2014	1666419	9/16/2014	Five Below, Inc.
FIVE BELOW	Registered	Thailand	934649	4/25/2014	Bor71655	4/28/2016	Five Below, Inc.
FIVE BELOW	Registered	Turkey	2014/32005	4/17/2014	2014 32005	4/20/2015	Five Below, Inc.
FIVE BELOW	Registered	United Kingdom	2505879	1/7/2009	2505879	6/26/2009	Five Below, Inc.
FIVE BELOW	Registered	United Kingdom	3039188	1/24/2014	UK00003039188	7/25/2014	Five Below, Inc.
FIVE BELOW	Registered	United States of America	85/287880	4/6/2011	4048994	11/1/2011	Five Below, Inc.



TRADEMARK	STATUS	COUNTRY	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
FIVE BELOW & Design	Registered	United States of America	86/325930	7/1/2014	4691708	2/24/2015	Five Below, Inc.
FIVE BELOW (Blue on White)	Registered	United States of America	87/219579	10/28/2016	5640219	1/1/2019	Five Below, Inc.
FIVE BELOW (White on Blue)	Registered	United States of America	87/219562	10/28/2016	5625042	12/11/2018	Five Below, Inc.
FIVE BELOW and Design	Registered	Thailand	934650	4/25/2014	Bor71407	4/12/2016	Five Below, Inc.
FIVE BELOW and Design	Registered	United States of America	78/220962	3/3/2003	2813080	2/10/2004	Five Below, Inc.
FIVE BELOW HOT STUFF. COOL PRICES.	Registered	United States of America	77/638110	12/22/2008	3650837	7/7/2009	Five Below, Inc.
FIVEBELOWLTD.COM	Domain Reg	United States of America					Five Below, Inc.
HIGH FIVE	Pending	United States of America	88/706861	11/26/2019			1616 Holdings, Inc.
JUST WOW	Published	United States of America	88/119551	9/17/2018			Five Below, Inc.
JUSTWOW!	Allowed	United States of America	88/514204	07/15/2019			Five Below, Inc.
JUSTWOW!	Registered	United States of America	88/514352	07/15/2019	5967024	01/21/2020	Five Below, Inc.
JUSTWOW! (Stylized)	Allowed	United States of America	88/514249	07/15/2019			Five Below, Inc.
JUSTWOW! (Stylized)	Registered	United States of America	88/514414	07/15/2019	5972577	01/21/2020	Five Below, Inc.
METROPACK	Published	United States of America	88/703490	11/22/2019			1616 Holdings, Inc.
ROOM 2 ROOM	Registered	United States of America	77/982709	3/22/2010	4091585	1/24/2012	1616 Holdings, Inc.
ROOM 2 ROOM	Unfiled	United States of America					1616 Holdings, Inc.

TRADEMARK	STATUS	COUNTRY	APP. NO.	FILING DATE	REG. NO.	REG. DATE	OWNER
SERIES-8 FITNESS	Registered	United States of America	85/767992	10/31/2012	4973432	6/7/2016	1616 Holdings, Inc.
SERIES-8 FITNESS	Registered	United States of America	85/983721	10/31/2012	4809074	9/8/2015	1616 Holdings, Inc.
TEN AND BELOW	Allowed	United States of America	88/511837	07/12/2019			Five Below, Inc.
TEN BELOW	Registered	European Union (Community)	12864344	5/9/2014	12864344	10/2/2014	Five Below, Inc.
TEN BELOW	Registered	United States of America	86/104317	10/29/2013	5601486	11/6/2018	Five Below, Inc.
TEN BELOW	Published	United States of America	88/078877	8/15/2018			Five Below, Inc.
VERGE	Published	United States of America	88/669169	10/25/2019			1616 Holdings, Inc.
XVB (Stylized)	Published	United States of America	88/669296	10/25/2019			1616 Holdings, Inc.
HOLLAR	Registered	United States of America	87/979407	08/25/2016	5663182	01/22/2019	Five Below, Inc.
HOLLAR	Registered	United States of America	86/688408	07/09/2015	5004845	07/19/2016	Five Below, Inc.