

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592091

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900561733

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TR Holding, LLC		07/28/2020	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BDTCP Investments 2018, LLC
<b>Street Address:</b>	401 North Michigan Avenue
<b>Internal Address:</b>	Suite 3100
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60611
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Byron D. Trott
<b>Street Address:</b>	401 North Michigan Avenue
<b>Internal Address:</b>	Suite 3100
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60611
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	The Renker Family Trust dated April 23, 1993
<b>Street Address:</b>	47220 West El Dorado Drive
<b>City:</b>	Indian Wells
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92210
<b>Entity Type:</b>	Trust: CALIFORNIA
<b>Composed Of:</b>	• Greg Renker, UNITED STATES, INDIVIDUAL

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4132367	THE ROW
<b>Registration Number:</b>	3795042	THE ROW

Property Type	Number	Word Mark
Registration Number:	3858397	THE ROW
Registration Number:	3506697	THE ROW
Registration Number:	4672298	THE ROW
Registration Number:	4123159	THE ROW
Registration Number:	5036833	TR
Registration Number:	5137817	TR
Registration Number:	4713166	TR
Registration Number:	4700527	TR
Serial Number:	87277445	THE ROW MAN
Serial Number:	87277447	THE ROW MAN
Serial Number:	87277449	THE ROW SPORT
Serial Number:	87277450	THE ROW SPORT
Serial Number:	88493969	EDUCATION ROW

**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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Stewart Walsh

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL Inc.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1249671 TM
<b>NAME OF SUBMITTER:</b>	Brett Rodda
<b>SIGNATURE:</b>	/Brett Rodda/
<b>DATE SIGNED:</b>	08/14/2020

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 28, 2020 (the “**Effective Date**”) is entered into by and between (1) each of the entities party hereto as a grantor (collectively the “**Grantors**”) and (2) each of the lenders party hereto as a secured party (together with their respective successors and assigns, the “**Secured Parties**”).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of July 28, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors and the Secured Parties; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the prompt and complete payment in full of the Secured Obligations, granted to the Secured Parties a security interest in and continuing lien on all of such Grantor’s Collateral, including, without limitation, the Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Parties agree as follows:

**Section 1. Grant of Security.** As collateral security for the prompt and complete payment or performance in full when due (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 USC §362(a) (and any successor provision thereof)) of all of the Secured Obligations, each Grantor hereby grants to the Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States, and foreign copyrights, and all “mask works” (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all issuances, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks,

collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”), but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks.

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any trade secret and to enjoin or collect damages for the actual or threatened misappropriation of any trade secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, with respect to each of clauses (A)–(C): (i) any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

**Section 2. Recordation.** Each Grantor requests the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format shall be as effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement shall be construed in accordance with and governed by the law of the State of New York.

**Section 5. Conflict Provision.** The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Pledge and Security Agreement or the Loan Agreement, the provisions thereof shall govern.

**IN WITNESS WHEREOF**, each Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**TR Holding, LLC**, as a Grantor



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

Name: **Ashley Olsen**

Title: **Co-CEO**

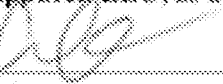
**BDTCP Investments 2018, LLC**, as a Secured Party

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

Name:

Title:

**TR Apparel, LLC**, as a Grantor



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

Name: **Ashley Olsen**

Title: **Co-CEO**

**Byron D. Trott**, as a Secured Party

\_\_\_\_\_  
Byron D. Trott

**The Renker Family Trust dated April 23, 1993**,  
as a Secured Party

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

Name:


Title:

**IN WITNESS WHEREOF**, each Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**TR Holding, LLC**, as a Grantor

By: \_\_\_\_\_  
Name:  
Title:


**BDTCP Investments 2018, LLC**, as a Secured Party

By:   
Name: \_\_\_\_\_  
Title:

**TR Apparel, LLC**, as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

**Byron D. Trott**, as a Secured Party

  
\_\_\_\_\_  
Byron D. Trott

**The Renker Family Trust dated April 23, 1993**,  
as a Secured Party

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, each Grantor and the Secured Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**TR Holding, LLC**, as a Grantor

**BDTCP Investments 2018, LLC**, as a Secured Party

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**TR Apparel, LLC**, as a Grantor

**Byron D. Trott**, as a Secured Party

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Byron D. Trott

**The Renker Family Trust dated April 23, 1993**,  
as a Secured Party

By:  \_\_\_\_\_  
Name: Greg Renker  
Title: Trustee

**Schedule 1**  
**Intellectual Property**

**Patents**

	<b>Owner</b>	<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Registration Date</b>	<b>Status</b>
1.	TR Apparel, LLC	HAND BAG WITH REMOVABLE INTERNAL STORAGE POUCH	United States	D759963	06/28/2016	Issued
2.	TR Apparel, LLC	SHOULDER SLING PURSE WITH CLOSURE STRAP	United States	D759964	06/28/2016	Issued
3.	TR Apparel, LLC	LATCHED SHOULDER SLING PURSE	United States	D762974	08/09/2016	Issued
4.	TR Apparel, LLC	HANDBAG	United States	D808154	01/23/2018	Issued
5.	TR Apparel, LLC	HANDBAG	United States	D821095	06/26/2018	Issued
6.	TR Apparel, LLC	HANDBAG WITH DETACHABLE INTERNAL BAG	United States	D822382	07/10/2018	Issued
7.	TR Apparel, LLC	HANDBAG	United States	D827298	09/04/2018	Issued
8.	TR Apparel, LLC	BOOT	United States	D828981	09/25/2018	Issued
9.	TR Apparel, LLC	SHOE	United States	D828982	09/25/2018	Issued
10.	TR Apparel, LLC	SHOE	United States	D829419	10/02/2018	Issued
11.	TR Apparel, LLC	BAG	United States	D830057	10/09/2018	Issued
12.	TR Apparel, LLC	HANDBAG	United States	D854824	07/30/2019	Issued
13.	TR Apparel, LLC	POUCH	United States	D854831	07/30/2019	Issued
14.	TR Apparel, LLC	HANDBAG	United States	D855317	08/05/2019	Issued
15.	TR Apparel, LLC	HANDBAG	United States	D867756	11/26/2019	Issued
16.	TR Apparel, LLC	FANNY PACK	United States	D883661	05/12/2020	Issued
17.	TR Apparel, LLC	SHOULDER BAG	United States	D884337	05/19/2020	Issued



## Trademarks

	Owner	Trademark	Jurisdiction	Registration / Application #	Registration / Application Date	Status
1.	TR Holding, LLC	THE ROW	United States	4132367	04/24/2012	Registered
2.	TR Holding, LLC	THE ROW	United States	3795042	05/25/210	Registered
3.	TR Holding, LLC	THE ROW	United States	3858397	10/05/2010	Registered
4.	TR Holding, LLC	THE ROW	United States	3506697	09/23/2008	Registered
5.	TR Holding, LLC	THE ROW	United States	4672298	01/13/2015	Registered
6.	TR Holding, LLC	THE ROW	United States	4123159	04/03/2021	Registered
7.	TR Holding, LLC	TR	United States	5036833	09/06/2016	Registered
8.	TR Holding, LLC	TR	United States	5137817	02/07/2017	Registered
9.	TR Holding, LLC	TR	United States	4713166	03/31/2015	Registered
10.	TR Holding, LLC	TR	United States	4700527	03/10/2015	Registered
11.	TR Holding, LLC	THE ROW MAN	United States	87277445	12/21/2016	Application Filed
12.	TR Holding, LLC	THE ROW MAN	United States	87277447	12/21/2016	Application Filed
13.	TR Holding, LLC	THE ROW SPORT	United States	87277449	12/21/2016	Application Filed
14.	TR Holding, LLC	THE ROW SPORT	United States	87277450	12/21/2016	Application Filed
15.	TR Holding, LLC	EDUCATION ROW	United States	88493969	06/28/2019	Application Filed