

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598880

| | | | |
|-----------------------------------|-----------------------|--------------------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TRUE FIT CORPORATION | | 09/21/2020 | Corporation: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | BANK OF MONTREAL | | |
| Street Address: | 119 rue Saint-Jacques | | |
| City: | Montreal | | |
| State/Country: | CANADA | | |
| Postal Code: | H2Y 1L6 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4210475 | TRUE FIT | |
| Registration Number: | 4280126 | MY TRUE FIT | |
| Registration Number: | 3892043 | FIND YOUR TRUE FIT | |
| Registration Number: | 4183942 | TRUE TO YOU | |
| Registration Number: | 4191377 | SHOP TRUE TO YOU | |
| Registration Number: | 4187467 | BROWSE AND BUY. TRUE TO YOU. | |
| Registration Number: | 4822285 | BE TRUE. SHARE TRUE. | |
| Registration Number: | 4422390 | TRUE FIT SIZE | |
| Registration Number: | 4851499 | TRUE FIT RECOMMENDATION ENGINE | |
| Registration Number: | 4321682 | TRUE FIT BRAND ACCELERATOR | |
| Registration Number: | 4453220 | T | |
| Registration Number: | 4795599 | E-CONFIDENCE | |
| Registration Number: | 5288892 | TRUE FIT GENOME | |
| Registration Number: | 5089964 | CONFIDENCE ENGINE | |
| Registration Number: | 5089965 | DISCOVERY ENGINE | |
| Registration Number: | 5175386 | TRUE OMNI | |
| Registration Number: | 5089966 | T | |
| Registration Number: | 4507543 | FIT TO A T | |
| Registration Number: | 4507542 | KNOW IT FITS BEFORE IT SHIPS | |
| TRADEMARK | | | |

CH \$515.00 4210475

| Property Type | Number | Word Mark |
|---|-------------------------------------|--------------|
| Serial Number: | 86942009 | TRUE INSIGHT |
| CORRESPONDENCE DATA | | |
| Fax Number: | 4168656636 | |
| <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: | 4168652965 | |
| Email: | bnakano@grllp.com | |
| Correspondent Name: | Robert Nakano, Gardiner Roberts LLP | |
| Address Line 1: | 22 Adelaide St W | |
| Address Line 2: | Bay Adelaide Centre - East Tower | |
| Address Line 4: | Toronto, ON, CANADA M5H 4E3 | |
| NAME OF SUBMITTER: | Bob Nakano | |
| SIGNATURE: | /Bob Nakano/ | |
| DATE SIGNED: | 09/22/2020 | |
| Total Attachments: 5 | | |
| source=B13 Trademark Security Agreement Short Form#page1.tif | | |
| source=B13 Trademark Security Agreement Short Form#page2.tif | | |
| source=B13 Trademark Security Agreement Short Form#page3.tif | | |
| source=B13 Trademark Security Agreement Short Form#page4.tif | | |
| source=B13 Trademark Security Agreement Short Form#page5.tif | | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of September 21, 2020, is made by and between TRUE FIT CORPORATION, a Delaware corporation (the “**Borrower**”), and the guarantor listed on the signature pages hereto (together with the Borrower, the “**Grantors**”, and each, a “**Grantor**”) in favor of BANK OF MONTREAL (the “**Lender**”).

WHEREAS, the Grantors have entered into a Loan Agreement dated as of September 21, 2020 (the “**Loan Agreement**”), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, each Grantor has executed and delivered to the Lender certain Security Agreements dated as of September 21, 2020, made by and between each Grantor and the Lender (the “**Security Agreements**”).

WHEREAS, under the terms of the Security Agreements, the Grantors have each granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreements, which are hereby incorporated by reference. The provisions of the Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreements, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

TRUE FIT CORPORATION

DocuSigned by:
William Adler
By: _____
8F9AE25BE8FB4B7...
Name: William R. Adler
Title: Chief Executive Officer

Address for Notices:

60 State Street, 12th Floor
Boston, MA 02109

TRUE FIT, LLC

DocuSigned by:
William Adler
By: _____
8F9AE25BE8FB4B7...
Name: William R. Adler
Title: Manager

Address for Notices:

60 State Street, 12th Floor
Boston, MA 02109

AGREED TO AND ACCEPTED:

BANK OF MONTREAL

By: _____
Name: Andre Salvi
Title: Senior Vice President

Address for Notices:

119 rue Saint-Jacques
Montreal, Quebec H2Y 1L6

IN WITNESS WHEREOF, each 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.

TRUE FIT CORPORATION

By: _____
Name: William R. Adler
Title: Chief Executive Officer

Address for Notices:
60 State Street, 12th Floor
Boston, MA 02109

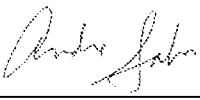
TRUE FIT, LLC

By: _____
Name: William R. Adler
Title: Manager

Address for Notices:
60 State Street, 12th Floor
Boston, MA 02109

AGREED TO AND ACCEPTED:

BANK OF MONTREAL

By:  _____
Name: Andre Salvi
Title: Senior Vice President

Address for Notices:
119 rue Saint-Jacques
Montreal, Quebec H2Y 1L6

SCHEDULE 1

TRADEMARKS

| Company | Trademark | Country | Registration Number | Registration Date |
|----------------------|---|--------------------------|---------------------|-------------------|
| True Fit Corporation | TRUE FIT (BLOCK) | United States of America | 4210475 | 9/18/2012 |
| True Fit Corporation | MY TRUE FIT (BLOCK) | United States of America | 4280126 | 1/22/2013 |
| True Fit Corporation | FIND YOUR TRUE FIT (BLOCK) | United States of America | 3892043 | 12/21/2010 |
| True Fit Corporation | TRUE TO YOU (BLOCK) | United States of America | 4183942 | 7/31/2012 |
| True Fit Corporation | SHOP TRUE TO YOU (BLOCK) | United States of America | 4191377 | 8/14/2012 |
| True Fit Corporation | BROWSE AND BUY. TRUE TO YOU. (BLOCK) | United States of America | 4187467 | 8/7/2012 |
| True Fit Corporation | BE TRUE. SHARE TRUE. (BLOCK) | United States of America | 4822285 | 9/29/2015 |
| True Fit Corporation | TRUE FIT SIZE (BLOCK) | United States of America | 4422390 | 10/22/2013 |
| True Fit Corporation | TRUE FIT RECOMMENDATION ENGINE (BLOCK) | United States of America | 4851499 | 11/10/2015 |
| True Fit Corporation | TRUE FIT BRAND ACCELERATOR (BLOCK) | United States of America | 4321682 | 4/16/2013 |
| True Fit Corporation |  | United States of America | 4453220 | 12/24/2013 |
| True Fit Corporation | E-CONFIDENCE (BLOCK) | United States of America | 4795599 | 8/18/2015 |
| True Fit Corporation | TRUE FIT GENOME (BLOCK) | United States of America | 5288892 | 9/19/2017 |
| True Fit Corporation | CONFIDENCE ENGINE (BLOCK) | United States of America | 5089964 | 11/29/2016 |
| True Fit Corporation | DISCOVERY ENGINE (BLOCK) | United States of America | 5089965 | 11/29/2016 |
| True Fit Corporation | TRUE OMNI (BLOCK) | United States of America | 5175386 | 4/4/2017 |
| True Fit Corporation | TRUE INSIGHT (BLOCK) | United States of America | Pending | |
| True Fit Corporation |  | United States of America | 5089966 | 11/29/2016 |
| True Fit Corporation | FIT TO A T (BLOCK) | United States of America | 4507543 | 4/1/2014 |
| True Fit Corporation | KNOW IT FITS BEFORE IT SHIPS (BLOCK) | United States of America | 4507542 | 4/1/2014 |

TRADEMARK

RECORDED: 09/22/2020

REEL: 007058 FRAME: 0137