

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603980

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|--|
| True Religion Apparel, Inc. | | 10/19/2020 | Corporation: DELAWARE |
| Guru Denim LLC | | 10/19/2020 | Limited Liability Company: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Crystal Financial LLC |
| Street Address: | Two International Place |
| Internal Address: | 17th Floor |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02110 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 36

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3147244 | |
| Registration Number: | 2917187 | TRUE RELIGION BRAND JEANS WORLD TOUR FAS |
| Registration Number: | 4897409 | U |
| Registration Number: | 4956225 | U |
| Registration Number: | 5200144 | U |
| Registration Number: | 3482001 | |
| Registration Number: | 3774711 | U |
| Registration Number: | 3862183 | |
| Registration Number: | 3607799 | |
| Registration Number: | 3720222 | |
| Registration Number: | 3978250 | |
| Registration Number: | 3282490 | TRUE RELIGION BRAND JEANS |
| Registration Number: | 3561465 | |
| Registration Number: | 3561466 | |
| Registration Number: | 3963295 | TRUE RELIGION |
| Registration Number: | 3162614 | TRUE RELIGION |
| Registration Number: | 3628973 | TRUE RELIGION |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3162615 | TRUE RELIGION |
| Registration Number: | 3884465 | TRUE RELIGION |
| Registration Number: | 5581566 | LAST STITCH |
| Registration Number: | 3120797 | TRUE RELIGION BRAND JEANS |
| Registration Number: | 3120798 | TRUE RELIGION BRAND JEANS |
| Registration Number: | 3219110 | |
| Registration Number: | 5121711 | |
| Registration Number: | 3397067 | U |
| Registration Number: | 3959347 | TRUE RELIGION DRIFTER |
| Registration Number: | 4723750 | TRUE RELIGION |
| Registration Number: | 4723775 | BE SO BOLD |
| Registration Number: | 4723782 | TRUE STYLE IS FEARLESS |
| Registration Number: | 4547355 | TRBJ |
| Registration Number: | 6148104 | TRUE RLGN |
| Registration Number: | 5738461 | U |
| Registration Number: | 5957280 | TRUE RELIGION WORLD TOUR FASHION FOR THE |
| Registration Number: | 6076217 | U |
| Registration Number: | 6076218 | U |
| Registration Number: | 6076219 | U |

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: 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 2011597-0028 |
| NAME OF SUBMITTER: | Sara M. Bauer |
| SIGNATURE: | /sara bauer/ |
| DATE SIGNED: | 10/20/2020 |

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 19, 2020, is by and between the Grantors listed on the signature pages hereof (collectively, the "Grantors"), and CRYSTAL FINANCIAL LLC, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, together with its successors, the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantors and certain of Grantors' Affiliates are party to an ABL Loan and Security Agreement, dated as of the date hereof (as it may be from time to time amended, restated, modified or supplemented, the "Loan Agreement"), with the Agent and the Lenders from time to time party thereto, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

Now, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Loan Agreement, the Grantors hereby agree with the Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all trademarks of such Grantor, whether now owned or at any time hereafter acquired by such Grantor, including without limitation those listed on Schedule I attached hereto (collectively, the "Trademarks"). Notwithstanding the foregoing or anything else contained herein to the contrary, no security interest granted in the Trademarks pursuant to this Trademark Security Agreement shall include any Excluded Collateral; provided that, if and when any such property shall cease to be Excluded Collateral, a lien on and security interest in such property (in favor of Agent, for the benefit of the Secured Parties) shall automatically be deemed granted therein.

SECTION 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties pursuant to the Loan Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement (and are expressly subject to the terms and conditions thereof), 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 Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Authorization to Supplement. If Grantors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Agent with respect to any such new trademarks or renewal or extension of any trademarks registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademarks rights of each 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 Agent's continuing security interest in the Grantors' Trademarks, whether or not listed on Schedule I.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Loan Agreement, the Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without giving effect to the conflicts of laws principles thereof; 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 Trademarks, such laws of such other jurisdictions shall continue to apply to that extent.

SECTION 8. Recordation. Each 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 Trademarks.

[signature pages follow]

IN WITNESS WHEREOF, each 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.

GRANTORS:

TRUE RELIGION APPAREL, INC.

DocuSigned by:
By: David Helkey
Name: David Helkey
Title: Chief Financial Officer

GURU DENIM LLC

DocuSigned by:
By: David Helkey
Name: David Helkey
Title: Chief Financial Officer

CRYSTAL FINANCIAL LLC, as Agent

By: 
Name: Michael Russell
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007081 FRAME: 0095

SCHEDULE I

| Mark Name | Country | Status | Substatus | Application Number | Application Date | Registration Number | Registration Date | Owner |
|--------------------------|---------------|------------|------------|--------------------|------------------|---------------------|-------------------|-----------------|
| 53815-US-CL 25 | United States | Registered | Registered | 76/633,022 | 03/09/2005 | 3,147,244 | 09/26/2006 | Gann Dennon LLC |
| 54111-US-CL 25 | United States | Registered | Registered | 78/168,436 | 09/26/2002 | 2,917,187 | 01/11/2005 | Gann Dennon LLC |
| 54113-US-CL 03, 35 | United States | Registered | Registered | 86/504,839 | 01/13/2015 | 4,897,409 | 02/09/2016 | Gann Dennon LLC |
| 54113-US-CL 18 | United States | Registered | Registered | 85/984,091 | 01/23/2013 | 4,955,225 | 05/10/2016 | Gann Dennon LLC |
| 54113-US-CL 18 | United States | Registered | Registered | 85/983,584 | 01/23/2013 | 5,200,144 | 05/09/2017 | Gann Dennon LLC |
| 54113-US-CL 25 | United States | Registered | Registered | 78/168,317 | 09/26/2002 | 3,482,001 | 08/05/2008 | Gann Dennon LLC |
| 54113-US-CL 25 (Hokey) | United States | Registered | Registered | 77/817,393 | 09/01/2009 | 3,774,711 | 04/13/2010 | Gann Dennon LLC |
| 54740-US-CL 24 & 25 | United States | Registered | Registered | 78/918,251 | 06/27/2006 | 3,862,183 | 10/12/2010 | Gann Dennon LLC |
| 54740-US-CL 25 | United States | Registered | Registered | 78/980,963 | 06/27/2006 | 3,407,799 | 04/14/2009 | Gann Dennon LLC |
| 54740-US-CL 3, 9, 18, 25 | United States | Registered | Registered | 78/981,254 | 6/27/2006 | 3,720,222 | 12/01/2009 | Gann Dennon LLC |
| 54740-US-CL 35 | United States | Registered | Registered | 85/192,668 | 12/07/2010 | 3,973,250 | 06/14/2011 | Gann Dennon LLC |
| 55766-US-CL 25 | United States | Registered | Registered | 78/685,223 | 08/03/2005 | 3,282,490 | 08/21/2007 | Gann Dennon LLC |
| 57475-US-CL 25 | United States | Registered | Registered | 76/658,114 | 04/10/2006 | 3,561,465 | 01/13/2009 | Gann Dennon LLC |
| 57476-US-CL 25 | United States | Registered | Registered | 76/658,121 | 04/10/2006 | 3,561,466 | 01/13/2009 | Gann Dennon LLC |
| 57922-US-CL 14 | United States | Filed | Published | 85/839,296 | 01/23/2013 | | | Gann Dennon LLC |
| 57923-US-CL 14 | United States | Registered | Registered | 85/980,806 | 01/23/2013 | 4,486,450 | 02/18/2014 | Gann Dennon LLC |
| 57923-US-CL 25 | United States | Registered | Registered | 78/918,258 | 06/27/2006 | 3,963,295 | 05/17/2011 | Gann Dennon LLC |

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|-----------------------|---------------|------------|------------|------------|------------|-----------|------------|---|
| 57921-US-CL 25 | United States | Registered | Registered | 78/760,351 | 12/08/2005 | 3,162,614 | 10/24/2006 | Gunn Dennon LLC |
| 57922-US-CL 3, 18, 25 | United States | Registered | Registered | 78/981,010 | 06/27/2006 | 3,628,973 | 05/26/2009 | Gunn Dennon LLC |
| 57923-US-CL 35 | United States | Registered | Registered | 78/760,353 | 12/08/2005 | 3,162,615 | 10/24/2006 | Gunn Dennon LLC |
| 57924-US-CL 9 & 24 | United States | Registered | Registered | 78/981,807 | 06/27/2006 | 3,884,465 | 11/30/2010 | Gunn Dennon LLC |
| 57924-US-CL 35 | United States | Registered | Registered | 87/561,084 | 03/08/2017 | 5,581,566 | 10/09/2018 | Gunn Dennon LLC |
| 58102-US-CL 25 | United States | Registered | Registered | 78/760,345 | 12/08/2005 | 3,120,797 | 07/25/2006 | Gunn Dennon LLC |
| 58102-US-CL 35 | United States | Registered | Registered | 78/760,347 | 12/05/2005 | 3,120,798 | 07/25/2006 | Gunn Dennon LLC |
| 58104-US-CL 25 | United States | Registered | Registered | 78/760,338 | 12/08/2005 | 3,219,110 | 03/13/2007 | Gunn Dennon LLC |
| 58104-US-CL 35 | United States | Registered | Registered | 86/421,142 | 10/10/2014 | 5,121,711 | 01/17/2017 | Gunn Dennon LLC DBA True Religion Brand Jeans CORPORATION |
| 58775-US-CL 25 | United States | Registered | Registered | 77/044,078 | 11/14/2006 | 3,397,067 | 03/18/2008 | Gunn Dennon LLC |
| 59417-US-CL 3 | United States | Registered | Registered | 77/861,362 | 03/17/2010 | 3,953,347 | 05/10/2011 | Gunn Dennon LLC |
| 59622-US-CL 25, 35 | United States | Registered | Registered | 86/595,300 | 09/15/2014 | 4,723,750 | 04/21/2015 | Gunn Dennon LLC |
| 59760-US-CL 35 | United States | Registered | Registered | 86/599,329 | 09/18/2014 | 4,723,775 | 04/21/2015 | Gunn Dennon LLC |
| 59761-US-CL 35 | United States | Registered | Registered | 86/440,716 | 09/19/2014 | 4,723,782 | 04/21/2015 | Gunn Dennon LLC |
| 59843-US-CL 25 | United States | Registered | Registered | 86/089,993 | 10/11/2013 | 4,547,355 | 06/10/2014 | Gunn Dennon LLC |

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 | 07/30/2018 | App. No. 88/058,595 |
| Guru Denim LLC | MYRLGN | 07/30/2018 | 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 |
| 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 |

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|----------------|---------------|------------|---------------------|
| 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 | 09/13/2019 | App. No. 88/616,444 |
| Guru Denim LLC | 1888 | | |
| Guru Denim LLC | TRUE RELIGION | 09/13/2019 | App. No. 88/616,450 |
| Guru Denim LLC | 1888 | | |
| Guru Denim LLC | TRUE RELIGION | 09/13/2019 | App. No. 88/616,456 |
| Guru Denim LLC | 1888 | | |
| Guru Denim LLC | TRUE RELIGION | 09/13/2019 | App. No. 88/616,462 |
| Guru Denim LLC | 1888 | | |
| Guru Denim LLC | TRUE RELIGION | 09/13/2019 | App. No. 88/616,470 |
| Guru Denim LLC | 1888 | | |

TRADEMARK

REEL: 007081 FRAME: 0100

RECORDED: 10/20/2020