

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604499

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL UNDER TRADEMARK SECURITY AGREEMENTS |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|--|
| Bank of America, N.A., as Administrative Agent | | 10/22/2020 | National Banking Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | KKR Loan Administration Services LLC, as Administrative Agent |
| Street Address: | 555 California Street, 50th Floor |
| City: | San Francisco |
| State/Country: | CALIFORNIA |
| Postal Code: | 94104 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 26

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------|
| Registration Number: | 5270646 | CURRENT/ELLIOTT |
| Registration Number: | 5208566 | SUNDAY GIRL |
| Serial Number: | 87543384 | THE COLLECTED GROUP |
| Serial Number: | 87450983 | JOIE |
| Serial Number: | 87340356 | CURRENT/ELLIOTT |
| Serial Number: | 87313193 | EQUIPMENT |
| Serial Number: | 87334652 | SOFT JOIE |
| Registration Number: | 4653100 | JOIE |
| Registration Number: | 4481243 | WEAR FOR LOVE/LOVE FOR WEAR |
| Registration Number: | 4401650 | FOLLE DE JOIE |
| Registration Number: | 4394581 | JOIE A LA PLAGI |
| Registration Number: | 4280863 | JOIE |
| Registration Number: | 4234675 | LES FOLLES DE JOIE |
| Registration Number: | 3339292 | JOIE |
| Registration Number: | 3915047 | SOFT.JOIE |
| Registration Number: | 3951704 | SUNDAY GIRL |
| Registration Number: | 4004275 | THE BOYFRIEND |
| Registration Number: | 3808094 | FOLLE DE JOIE |

CH \$665.00 5270646

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------|
| Registration Number: | 3911475 | CURRENT/ELLIOTT |
| Registration Number: | 3640831 | PETIT JOIE |
| Registration Number: | 2885584 | JOIE JEANS |
| Registration Number: | 1672663 | EQUIPMENT BY CHRISTIAN RESTOIN |
| Serial Number: | 86007423 | J |
| Serial Number: | 85934062 | CURRENT/ELLIOTT |
| Serial Number: | 85772312 | JOIE |
| Serial Number: | 85739337 | FOLLE DE JOIE |

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 43082 / 043

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 10/22/2020

Total Attachments: 9

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL UNDER
TRADEMARK SECURITY AGREEMENTS

THIS ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL UNDER TRADEMARK SECURITY AGREEMENTS (this "Assignment"), dated and effective as of October 22, 2020 (the "Effective Date"), is entered into by and between Bank of America, N.A., as administrative agent under the Credit Agreement (as defined below) (in such capacity, the "Existing Agent" pursuant to the Agency Resignation and Assignment Agreement (as defined below)) and KKR Loan Administration Services LLC, a Delaware limited liability company, as the successor administrative agent to the Existing Agent (in such capacity together with its successors and assigns, the "Successor Agent" pursuant to the Agency Resignation and Assignment Agreement (as defined below)).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of May 15, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among The Collected Group Company, LLC (f/k/a Dutch, LLC) (the "Borrower"), the guarantors party thereto, the lenders from time party thereto and Bank of America, N.A., as the Existing Agent and Issuing Bank, and the other Loan Documents, including (i) that certain Notice of Grant of Security Interest in Trademarks, dated as of December 28, 2012, by RBR, LLC, a California limited liability company (the "Grantor") in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on December 28, 2012 at Reel 4931 Frame 0016 (the "2012 TMSA"), (ii) that certain Notice of Grant of Security Interest in Trademarks by the Grantor in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on June 18, 2014 at Reel 5304 Frame 0279 (the "2014 TMSA"), (iii) that certain Trademark Security Agreement, dated as of May 15, 2015 by the Grantor in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on May 15, 2015 at Reel 5517 Frame 0662 (the "2015 TMSA"), (iv) that certain Form MM19(e) by the Grantor in favor of the Existing Agent, recorded with the World Intellectual Property Organization on June 8, 2015 (the "2015 WTMSA") and (v) that certain Trademark Security Agreement, dated as of January 31, 2018 by the Grantor in favor of the Existing Agent, recorded with the Trademark Assignment Division of the United States Patent and Trademark Office on May 29, 2018 at Reel 6390 Frame 0352 (the "2018 TMSA" and together with the 2012 TMSA, the 2014 TMSA, the 2015 TMSA and the 2015 WTMSA, collectively, the "Trademark Security Agreements"), the Grantor granted Liens to the Existing Agent for the benefit of the Secured Parties in certain trademarks and trademark applications including the trademarks set forth on Schedules A, B, C, D and E hereto (the "Trademark Collateral"); and

WHEREAS, pursuant to that certain Agency Resignation, Assignment and Acceptance Agreement, dated as of the Effective Date (as amended, supplemented or otherwise modified from time to time, the "Agency Resignation and Assignment Agreement"), among the Existing Agent, the Successor Agent, the Issuing Bank, the Lenders and the Loan Parties, the Existing Agent is resigning as, and the Successor Agent is being appointed and accepting appointment as, the Administrative Agent under the Credit Agreement and the other Loan Documents, including in and to the Trademark Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the parties hereto hereby acknowledge and agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings provided such terms in the Credit Agreement or the Trademark Security Agreements, as applicable.

2. Succession and Replacement of Administrative Agent. Pursuant to the terms and conditions set forth in the Agency Resignation and Assignment Agreement, effective as of the Effective Date the Existing Agent is resigning as the Administrative Agent under the Credit Agreement and the other Loan Documents and assigning to the Successor Agent all of the rights, powers, privileges and duties of the Existing Agent under the Credit Agreement and the other Loan Documents, including all Liens pertaining to or arising from the Loan Documents, including in and to the Trademark Collateral as set forth in the Trademark Security Agreements, in each case as more fully set forth in the Agency Resignation and Assignment Agreement. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the Liens in and to the Collateral granted to the Existing Agent, including the Trademark Security Agreement and the Trademark Collateral, which Liens are now succeeded by and transferred to the Successor Agent.

3. Incorporation. All terms set forth in the Agency Resignation and Assignment Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Agency Resignation and Assignment Agreement, the terms set forth in Agency Resignation and Assignment Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: Maurice Washington
Name: Maurice Washington
Title: Vice President

Accepted and Agreed:

SUCCESSOR AGENT:

KKR LOAN ADMINISTRATION SERVICES LLC

By: John Knox

Name: John Knox

Title: CFO

SCHEDULE A

**U.S. Trademark Subject to Security Interest
Granted by RBR, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded June 8, 2015 at WIPO**

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|-------------|-------------------------|------------------|
| EQUIPMENT | 4184707 (IR 1037958) | 08/07/12 |

SCHEDULE B

**U.S. Trademark Subject to Security Interest
Granted by RBR, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded May 29, 2018 at Reel 6390 Frame 0352**

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|-----------------|-----------------|------------------|
| CURRENT/ELLIOTT | 5270646 | 08/22/17 |
| SUNDAY GIRL | 5208566 | 05/23/17 |

Trademark Applications

| Mark | Appl. No. | Filing Date |
|---------------------|------------------|--------------------|
| THE COLLECTED GROUP | 87543384 | 07/26/17 |
| JOIE | 87450983 | 05/16/17 |
| CURRENT/ELLIOTT | 87340356 | 02/17/17 |
| SOFT JOIE | 87334652 | 02/14/17 |
| EQUIPMENT | 87313193 | 01/25/17 |

SCHEDULE C

**U.S. Trademarks Subject to Security Interest
Granted by RBR, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded May 15, 2015 at Reel 5517 Frame 0662**

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|--------------------------------|-----------------|------------------|
| JOIE | 4653100 | 12/09/14 |
| WEAR FOR LOVE/LOVE FOR WEAR | 4481243 | 02/11/14 |
| FOLLE DE JOIE | 4401650 | 09/10/13 |
| JOIE A LA PLAG | 4394581 | 09/03/13 |
| JOIE | 4280863 | 01/22/13 |
| LES FOLLES DE JOIE | 4234675 | 10/30/12 |
| JOIE | 3339292 | 11/20/07 |
| SOFT JOIE | 3915047 | 02/01/11 |
| SUNDAY GIRL | 3951704 | 04/26/11 |
| THE BOYFRIEND | 4004275 | 08/02/11 |
| FOLLE DE JOIE | 3808094 | 06/22/10 |
| CURRENT/ELLIOTT | 3911475 | 01/25/11 |
| PETIT JOIE | 3640831 | 06/16/09 |
| JOIE JEANS | 2885584 | 09/21/04 |
| EQUIPMENT | 4184707 | 08/07/12 |
| EQUIPMENT BY CHRISTIAN RESTOIN | 1672663 | 01/21/92 |

Trademark Applications

| Mark | Appl. No. | Filing Date |
|-----------------|------------------|--------------------|
| J | 86007423 | 07/11/13 |
| CURRENT/ELLIOTT | 85934062 | 05/16/13 |
| JOIE | 85772312 | 11/06/12 |
| FOLLE DE JOIE | 85739337 | 09/26/12 |

SCHEDULE D

**U.S. Trademarks Subject to Security Interest
Granted by RBR, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded June 18, 2014 at Reel 5304 Frame 0279**

Trademark Registration

| Mark | Reg. No. | Reg. Date |
|-----------------------------|-----------------|------------------|
| WEAR FOR LOVE/LOVE FOR WEAR | 4481243 | 02/11/14 |

Trademark Applications

| Mark | Appl. No. | Filing Date |
|-----------------|------------------|--------------------|
| J | 86007423 | 07/11/13 |
| CURRENT/ELLIOTT | 85934062 | 05/16/13 |

SCHEDULE E

**U.S. Trademarks Subject to Security Interest
Granted by RBR, LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded December 28, 2012 at Reel 4931 Frame 0016**

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|--------------------------------|-----------------|------------------|
| JOIE | 5256479 | 08/01/17 |
| JOIE | 4653100 | 12/09/14 |
| FOLLE DE JOIE | 4401650 | 09/10/13 |
| JOIE A LA PLAGES | 4394581 | 09/03/13 |
| JOIE | 4280863 | 01/22/13 |
| LES FOLLES DE JOIE | 4234675 | 10/30/12 |
| JOIE | 3339292 | 11/20/07 |
| SOFT JOIE | 3915047 | 02/01/11 |
| SUNDAY GIRL | 3951704 | 04/26/11 |
| THE BOYFRIEND | 4004275 | 08/02/11 |
| CURRENT/ELLIOTT | 3911475 | 01/25/11 |
| PETIT JOIE | 3640831 | 06/16/09 |
| JOIE JEANS | 2885584 | 09/21/04 |
| EQUIPMENT BY CHRISTIAN RESTOIN | 1672663 | 01/21/92 |

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