

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604039

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GURU DENIM LLC		10/19/2020	Limited Liability Company: CALIFORNIA
TRUE RELIGION APPAREL, INC.		10/19/2020	Corporation: DELAWARE
TRUE RELIGION SALES, LLC		10/19/2020	Limited Liability Company: DELAWARE
TRLG INTERMEDIATE HOLDINGS, LLC		10/19/2020	Limited Liability Company: DELAWARE
TRLGGC SERVICES, LLC		10/19/2020	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	DELAWARE TRUST COMPANY
Street Address:	251 Little Falls Drive
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 61

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	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3282490	TRUE RELIGION BRAND JEANS
Registration Number:	3561465	
Registration Number:	3561466	
Registration Number:	4486450	TRUE RELIGION
Registration Number:	3963295	TRUE RELIGION
Registration Number:	3162614	TRUE RELIGION
Registration Number:	3628973	TRUE RELIGION
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:	5738461	U
Serial Number:	85830296	U
Serial Number:	88058595	TRUE RLGN
Serial Number:	88058607	MYRLGN
Serial Number:	88223602	TRUE RELIGION WORLD TOUR FASHION FOR THE
Serial Number:	88223607	U
Serial Number:	88374001	TRUE RELIGION ELEVATED
Serial Number:	88374006	TRUE RELIGION ELEVATED
Serial Number:	88410156	
Serial Number:	88410158	U
Serial Number:	88410163	U
Serial Number:	88410168	U
Serial Number:	88410169	U
Serial Number:	88410172	U
Serial Number:	88410173	U
Serial Number:	88567378	
Serial Number:	88567380	
Serial Number:	88567383	

Property Type	Number	Word Mark
Serial Number:	88567387	
Serial Number:	88567391	
Serial Number:	88567392	TR
Serial Number:	88567396	TR
Serial Number:	88567399	TR
Serial Number:	88567401	TR
Serial Number:	88567405	TR
Serial Number:	88616444	TRUE RELIGION 1888
Serial Number:	88616450	TRUE RELIGION 1888
Serial Number:	88616456	TRUE RELIGION 1888
Serial Number:	88616462	TRUE RELIGION 1888
Serial Number:	88616470	TRUE RELIGION 1888

CORRESPONDENCE DATA

Fax Number: 2129692900
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: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Philip Kaminski
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	38482-001
NAME OF SUBMITTER:	Philip Kaminski
SIGNATURE:	/Philip Kaminski/
DATE SIGNED:	10/20/2020

Total Attachments: 10
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 19th day of October, 2020, between the Grantors listed on the signature pages hereto (each a “Grantor” and collectively, the “Grantors”), and DELAWARE TRUST COMPANY, in its capacity as Collateral Agent for the benefit of the Secured Creditors (together with its successors, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, modified, renewed or extended from time to time, the “Credit Agreement”) among TRLG Intermediate Holdings, LLC, a Delaware limited liability company, as Holdings, True Religion Apparel, Inc., a Delaware corporation, as Borrower, the lenders from time to time party thereto as “Lenders” (the “Lenders”), the Collateral Agent and the Administrative Agent (together with the Lenders and the Collateral Agent, the “Secured Creditors”), the Secured Creditors have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement;

WHEREAS, in order to induce the Secured Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Secured Creditors to make financial accommodations to Borrower as provided for in the Credit Agreement, the Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Obligations, pursuant to that certain First Lien Security Agreement dated as of October 19, 2020, among the Grantors and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement;

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Creditors, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in such Grantor’s

right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

1. (a) all of such Grantor's trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those marks listed on Schedule I; (ii) all renewals thereof; and (iii) the goodwill of the businesses with which the Trademark Collateral is associated; and

2. (b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or other parties to the Security Agreement, to the Collateral Agent or any other Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or liquidation proceeding involving the Grantors or such other parties.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantors' obligations under this Section, each Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark

Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by electronic transmission shall be deemed an original signature hereto.


8. **GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification and expense reimbursement Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

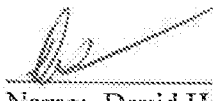
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

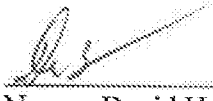
GURU DENIM LLC

By: 
Name: David Helkey
Title: Chief Financial Officer

TRUE RELIGION APPAREL, INC.

By: 
Name: David Helkey
Title: Chief Financial Officer

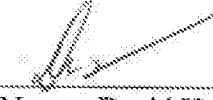
TRUE RELIGION SALES, LLC

By: 
Name: David Helkey
Title: Chief Financial Officer

TRLG INTERMEDIATE HOLDINGS, LLC

By: 
Name: David Helkey
Title: Chief Financial Officer

TRLGGC SERVICES, LLC

By: 
Name: David Helkey
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED
BY:

DELAWARE TRUST COMPANY, as Collateral
Agent



By: _____
Name: Alan Halpern
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

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	Guru Dattin LLC
54111-US-CL 25	United States	Registered	Registered	78/168,436	09/26/2002	2,917,187	01/11/2005	Guru Dattin LLC
54113-US-CL 03, 35	United States	Registered	Registered	86/504,839	01/15/2015	4,897,409	02/09/2016	Guru Dattin LLC
54113-US-CL 18	United States	Registered	Registered	85/984,091	01/23/2013	4,956,225	05/10/2016	Guru Dattin LLC
54113-US-CL 18	United States	Registered	Registered	85/983,584	01/23/2013	5,200,144	05/09/2017	Guru Dattin LLC
54113-US-CL 25	United States	Registered	Registered	78/168,317	09/26/2002	3,482,001	08/05/2008	Guru Dattin LLC
54113-US-CL 25 (Hosiery)	United States	Registered	Registered	77/817,393	09/01/2009	3,774,711	04/13/2010	Guru Dattin LLC
54740-US-CL 24 & 25	United States	Registered	Registered	79/918,251	06/27/2006	3,862,183	10/12/2010	Guru Dattin LLC
54740-US-CL 25	United States	Registered	Registered	79/990,963	06/27/2006	3,807,799	04/14/2009	Guru Dattin LLC
54740-US-CL 3, 9, 18, 25	United States	Registered	Registered	79/981,254	6/27/2006	3,720,222	12/01/2009	Guru Dattin LLC
54740-US-CL 35	United States	Registered	Registered	85/192,688	12/07/2010	3,978,250	06/14/2011	Guru Dattin LLC
55766-US-CL 25	United States	Registered	Registered	78/685,223	08/03/2005	3,282,490	08/21/2007	Guru Dattin LLC
57475-US-CL 25	United States	Registered	Registered	76/655,114	04/10/2006	3,561,465	01/13/2009	Guru Dattin LLC
57476-US-CL 25	United States	Registered	Registered	76/655,121	04/10/2006	3,561,466	01/13/2009	Guru Dattin LLC
57922-US-CL 14	United States	Filed	Published	85/830,296	01/23/2013			Guru Dattin LLC
57922-US-CL 14	United States	Registered	Registered	85/980,806	01/23/2013	4,486,450	02/18/2014	Guru Dattin LLC

57922-US-CL 25	United States	Registered	Registered	79,918,288	06/27/2006	3,963,295	05/17/2011	Guru Denim LLC
57922-US-CL 25	United States	Registered	Registered	79,769,651	12/08/2005	3,162,614	10/24/2006	Guru Denim LLC
57922-US-CL 3, 18, 25	United States	Registered	Registered	79,991,010	06/27/2006	3,529,973	05/26/2009	Guru Denim LLC
57922-US-CL 35	United States	Registered	Registered	79,769,553	12/08/2005	3,162,615	10/24/2006	Guru Denim LLC
57922-US-CL 9 & 24	United States	Registered	Registered	79,991,807	06/27/2006	3,984,455	11/30/2010	Guru Denim LLC
57924-US-CL 35	United States	Registered	Registered	87,953,094	03/08/2017	5,581,566	10/09/2018	Guru Denim LLC
58102-US-CL 25	United States	Registered	Registered	79,769,345	12/08/2005	3,120,797	07/25/2006	Guru Denim LLC
58102-US-CL 35	United States	Registered	Registered	79,769,347	12/05/2005	3,120,998	07/25/2006	Guru Denim LLC
58104-US-CL 25	United States	Registered	Registered	79,769,388	12/08/2005	3,219,110	03/13/2007	Guru Denim LLC
58104-US-CL 25	United States	Registered	Registered	86,421,142	10/10/2014	5,121,711	01/17/2017	Guru Denim 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	Guru Denim LLC
59417-US-CL 3	United States	Registered	Registered	77,961,262	03/17/2010	3,959,347	05/10/2011	Guru Denim LLC
59622-US-CL 25, 35	United States	Registered	Registered	86,995,300	09/15/2014	4,723,750	04/21/2015	Guru Denim LLC
59760-US-CL 35	United States	Registered	Registered	86,999,329	09/18/2014	4,723,775	04/21/2015	Guru Denim LLC
59761-US-CL 35	United States	Registered	Registered	86,400,716	09/19/2014	4,723,782	04/21/2015	Guru Denim LLC
59842-US-CL 25	United States	Registered	Registered	86,099,993	10/11/2013	4,547,355	06/10/2014	Guru Denim 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

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		