

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rent the Runway, Inc.		10/26/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4910177	ELLA CARTER	
Registration Number:	5892611	GREAT JONES	
Registration Number:	5100092	I HAVE NOTHING EVERYTHING TO WEAR	
Registration Number:	5546390	I HAVE NOTHING EVERYTHING TO WEAR	
Registration Number:	5892662	LOUNA	
Registration Number:	5481410	R T R	
Registration Number:	5561407	R T R	
Registration Number:	5623043	R T R	
Registration Number:	5638258	R T R	
Registration Number:	3905182	RENT THE RUNWAY	
Registration Number:	5007643	RENT THE RUNWAY	
Registration Number:	5816310	RENT THE RUNWAY	
Registration Number:	5628187	RENT THE RUNWAY FOUNDATION	
Registration Number:	5628188	RENT THE RUNWAY FOUNDATION	
Registration Number:	5638271	RENT THE RUNWAY FOUNDATION	
Registration Number:	5546389	RTR	
Registration Number:	5692110	RTR	
Registration Number:	5869199	RTR RESERVE	
Registration Number:	5546388	RTR UNLIMITED	

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Property Type	Number	Word Mark
Registration Number:	5835638	RTR UNLIMITED
Registration Number:	5869198	RTR UPDATE
Registration Number:	4964862	SLATE & WILLOW
Registration Number:	6113805	UNLIMITED CLOSET
Registration Number:	6113806	UNLIMITED CLOSET

CORRESPONDENCE DATA

Fax Number: 3128622200
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: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	24800-67
NAME OF SUBMITTER:	Renee M. Prescan
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	10/27/2020

Total Attachments: 4

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Security Interest in Trademarks, dated as of October 26, 2020 (this “**Trademark Security Agreement**”) is made by and among Rent the Runway, Inc., a Delaware corporation (the “**Grantor**”) in favor of Alter Domus (US) LLC, as administrative agent for and on behalf of the Lenders (as defined in the Security Agreement) (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of October 26, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

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

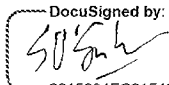
1. Unless otherwise defined herein, any capitalized term used herein shall have the meaning given to it in the Security Agreement.

2. The Grantor hereby grants, pledges, assigns, transfers and conveys unto the Agent for the benefit of the Agent and the Lenders a continuing security interest in all of the Grantor’s right, title, and interest, in and to the trademarks listed on Schedule A, and all applications, registrations, and renewals thereof, together with all goodwill associated therewith or symbolized thereby, all claims for, and all rights to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof and all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto thereof (collectively, the “**Trademark Collateral**”). Notwithstanding the foregoing, no grant of any security interest, lien or right of set off shall be deemed granted hereunder on or in any intent-to-use (“**ITU**”) trademark application or any renewals thereof prior to the filing of a “**Statement of Use**” or “**Amendment to Allege Use**” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

3. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of October 26, 2020.

RENT THE RUNWAY, INC., as Grantor

By:  _____
Name: Scarlett O' Sullivan
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademark Collateral

Country	Trademark	Reg. No. / Reg. Date	App No. / Filing Date	Status
United States	ELLA CARTER	4910177 01-MAR-2016	86978080 06-OCT-2014	Registered
United States	GREAT JONES	5892611 22-OCT-2019	88068188 07-AUG-2018	Registered
United States	I HAVE NOTHING EVERYTHING TO WEAR	5100092 13-DEC-2016	87020000 29-APR-2016	Registered
United States	I HAVE NOTHING EVERYTHING TO WEAR	5546390 21-AUG-2018	87020003 29-APR-2016	Registered
United States	LOUNA	5892662 22-OCT-2019	88087057 21-AUG-2018	Registered
United States	R T R	5481410 29-MAY-2018	86722891 12-AUG-2015	Registered
United States	R T R	5561407 11-SEP-2018	86722866 12-AUG-2015	Registered
United States	R T R	5623043 04-DEC-2018	86722853 12-AUG-2015	Registered
United States	R T R	5638258 25-DEC-2018	86722879 12-AUG-2015	Registered
United States	R T R REVIVE RENT THE RUNWAY	N/A	88711579 02-DEC-2019	Pending (ITU)
United States	RENT THE RUNWAY	3905182 11-JAN-2011	77799178 06-AUG-2009	Registered
United States	RENT THE RUNWAY	5007643 26-JUL-2016	86846779 11-DEC-2015	Registered
United States	RENT THE RUNWAY	5816310 30-JUL-2019	86800409 27-OCT-2015	Registered
United States	RENT THE RUNWAY FOUNDATION	5628187 11-DEC-2018	86770140 28-SEP-2015	Registered
United States	RENT THE RUNWAY FOUNDATION	5628188 11-DEC-2018	86770152 28-SEP-2015	Registered
United States	RENT THE RUNWAY FOUNDATION	5638271 25-DEC-2018	86770126 28-SEP-2015	Registered
United States	RENT THE RUNWAY REVIVE	N/A	88711578 02-DEC-2019	Pending (ITU)
United States	REVIVE BY RENT THE RUNWAY	N/A	88874325 16-APR-2020	Pending (ITU)
United States	REVIVE BY RENT THE RUNWAY	N/A	88874328 16-APR-2020	Pending (ITU)
United States	RTR	5546389 21-AUG-2018	87019990 29-APR-2016	Registered
United States	RTR	5692110 05-MAR-2019	87019985 29-APR-2016	Registered
United States	RTR CLOSET CONCIERGE	N/A	88754406 10-JAN-2020	Pending (ITU)
United States	RTR NOW	N/A	88633646 27-SEP-2019	Pending (ITU)
United States	RTR RESERVE	5869199 24-SEP-2019	87855434 29-MAR-2018	Registered

Country	Trademark	Reg. No. / Reg. Date	App No. / Filing Date	Status
United States	RTR UNLIMITED	5546388 21-AUG-2018	87019860 29-APR-2016	Registered
United States	RTR UNLIMITED	5835638 13-AUG-2019	87855414 29-MAR-2018	Registered
United States	RTR UPDATE	5869198 24-SEP-2019	87855426 29-MAR-2018	Registered
United States	SLATE & WILLOW	4964862 24-MAY-2016	85823009 14-JAN-2013	Registered
United States	UNLIMITED CLOSET	6113805 28-JUL-2020	87087082 28-JUN-2016	Registered
United States	UNLIMITED CLOSET	6113806 28-JUL-2020	87087086 28-JUN-2016	Registered