

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608873

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900576913

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DKH Retail Limited		08/07/2020	Company: ENGLAND AND WALES

RECEIVING PARTY DATA

Name:	HSBC Invoice Finance (UK) Limited
Street Address:	21 Farncombe Road
City:	Worthing, Sussex
State/Country:	UNITED KINGDOM
Postal Code:	BN11 2BW
Entity Type:	Company: ENGLAND AND WALES

PROPERTY NUMBERS Total: 77

Property Type	Number	Word Mark
Registration Number:	1494694	SPLATTER-PROOF
Serial Number:	77591905	SUPERDRYSTORE
Serial Number:	77745237	BY SUPERDRY
Serial Number:	77612797	CALI SURF CO
Serial Number:	77571776	SUPERDRY
Serial Number:	77571772	SUPERDRY
Serial Number:	77617652	SUPERDRY
Serial Number:	77617646	SUPERDRY
Serial Number:	77573283	SUPERDRY
Serial Number:	77571770	SUPERDRY
Serial Number:	77617641	SUPERDRY.
Serial Number:	77571760	SUPERDRY.
Serial Number:	77661988	SUPERDRY.
Serial Number:	77571765	SUPERDRY.
Serial Number:	77573270	SUPERDRY
Serial Number:	77571747	SUPERDRY
Serial Number:	77571749	SUPERDRY
Serial Number:	76543249	SUPER DRY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85686195	SUPERDRY
Serial Number:	85756244	SUPERDRY.
Serial Number:	85755276	SUPERDRY.
Serial Number:	85755268	SUPERDRY
Serial Number:	85755257	SUPERDRY
Serial Number:	85756175	SUPERDRY.
Serial Number:	85756221	SUPERDRY
Serial Number:	85756232	SUPERDRY.
Serial Number:	85756239	SUPERDRY
Serial Number:	85859932	SUPERDRY
Serial Number:	86332038	SUPERDRY.
Serial Number:	86220338	SUPERDRY
Serial Number:	86391945	ORANGE DRY
Serial Number:	86427048	SUPERDRY
Serial Number:	86427062	SUPERDRY.
Serial Number:	86555388	SUPERDRY
Serial Number:	86555365	WINDTREKKER
Serial Number:	86555379	WINDATTACKER
Serial Number:	86555385	WINDCAGOULE
Serial Number:	86596299	WIND YACHTER
Serial Number:	86596296	WINDHIKER
Serial Number:	86596293	WINDPARKA
Serial Number:	86596384	WINDMAC
Serial Number:	86596393	WINDBOMBER
Serial Number:	86604011	SUPER OSAKA
Serial Number:	86604002	OSAKA 6
Serial Number:	86603986	SUPER JPN
Serial Number:	86603973	DRY SUPER
Serial Number:	86984424	ORANGE LABEL
Serial Number:	86707000	SUPER TOKYO
Serial Number:	86844807	SUPERDRYSPORT
Serial Number:	87061806	SUPER DRYSPORT
Serial Number:	87061800	SUPERDRY ATHLETIC
Serial Number:	87061803	SDLA
Serial Number:	87245762	V
Serial Number:	87250871	SDX
Serial Number:	87262415	SUPER DRY VELO SPORT
Serial Number:	87268964	SUPERDRYSPORTSTORE

Property Type	Number	Word Mark
Serial Number:	87269059	SUPERDRYSPOORT
Serial Number:	87311770	SUPERDRY PREMIUM
Serial Number:	87533849	SUPERDRY.
Serial Number:	87532767	WINDSPRINTER
Serial Number:	87564184	WINDTRACER
Serial Number:	87573460	WINDTRAINER
Serial Number:	87573536	WINDFADER
Serial Number:	87580927	OSAKA
Serial Number:	87621285	SUPERDRY WINDSPORT
Serial Number:	87617861	SUPERDRY WINDCHEATERINTERNATIONAL
Serial Number:	86983246	COPPER LABEL
Serial Number:	87915363	SUPERDRY
Serial Number:	88518931	S DRY
Serial Number:	88518934	SD CO
Serial Number:	88518939	SDX
Serial Number:	88518942	SD JPN
Serial Number:	88695995	CULT STUDIOS
Serial Number:	88695997	DRY
Serial Number:	88696002	SDX
Serial Number:	88696004	SUPERDRY
Serial Number:	90008408	

CORRESPONDENCE DATA

Fax Number: 4192416894

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: 4193211439

Email: jfeller@shumaker.com

Correspondent Name: Jenna Feller

Address Line 1: 1000 Jackson Street

Address Line 4: Toledo, OHIO 43604

NAME OF SUBMITTER:	Beth M. Eckel
SIGNATURE:	/s/Beth M. Eckel
DATE SIGNED:	11/16/2020

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*"), dated as of August 7, 2020, is made by and between **DKH RETAIL LIMITED**, a company registered in England and Wales with number 07063508 (the "*Grantor*") in favor of **HSBC INVOICE FINANCE (UK) LIMITED**, a company registered in England and Wales with number 00759637 as security trustee for the Secured Parties (as defined in the Debenture, defined below (the "*Security Agent*").

WHEREAS, the Grantor, Superdry plc, the companies listed in parts 1 to 3 of schedule 1 therein, as Original Companies, the subsidiaries of Superdry plc listed in Part 4 of Schedule 1 therein as Original Guarantors, HSBC Invoice Finance (UK) Limited and BNP Paribas, as Arrangers, the financial institutions listed in Part 2 of Schedule 1 therein, as Original Lenders ("*Lenders*"), HSBC Invoice Finance (UK) Limited, as Agent and the Security Agent dated as of August 7, 2020 (the "*ABLA*").

WHEREAS, as a condition precedent to the making of the loans by the Lenders under the ABLA, Grantor has executed and delivered to the Security Agent that certain Debenture dated as of August 7, 2020, made by and among Superdry plc, the Grantor, and the persons listed in Schedule 1 attached thereto and the Security Agent (the "*Debenture*").

WHEREAS, under the terms of the Debenture, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Debenture.

2. Grant of Security. Grantor hereby pledges and grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "*IP Collateral*");

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "*Patents*");

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

(c) the copyright registrations and applications, and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule I hereto, and all extensions and renewals thereof (the "*Copyrights*");

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

(e) 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

(f) 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.

3. Recordation. Grantor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Security Agent and authorize the Security Agent to file such financing statements, such patent, trademark and copyright filings and such other filings, in form reasonably acceptable to the Security Agent, as the Security Agent may from time to time reasonably request and as are necessary or appropriate in the reasonable opinion of the Security Agent to establish and maintain a valid, enforceable, perfected security interest in the IP Collateral as provided herein and priority thereof and the other rights and security contemplated hereby. Grantor hereby authorizes the Security Agent to file any such financing statements, continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents, without the signature of such Grantor where permitted by law. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Security Agent.

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

5. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.


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

7. Governing Law. This IP 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 IP 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, GRANTOR HAS CAUSED THIS IP SECURITY AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY ITS OFFICER THEREUNTO DULY AUTHORIZED AS OF THE DATE FIRST ABOVE WRITTEN.


DKH RETAIL LIMITED,
as Grantor

By: 
Name: Ruth Daniels
Title: Director

Address for Notices:
Unit 60 The Runnings
Cheltenham, Gloucestershire
GL51 9NW

AGREED TO AND ACCEPTED:

HSBC INVOICE FINANCE (UK) LIMITED,
as Security Agent

By: 
Name: RICHARD CORBINE
Title: SECURITIES MANAGER

Address for Notices:
21 Farncombe Road
Worthing, Sussex BN11 2BW
United Kingdom

**SCHEDULE I
PATENTS**

Patents

Type of registered design	Owner	Country File Reference	Filing Date Issue Date	Serial No. Issue No.
Design - Hood	DKH Retail Limited	United States of America	3 Nov 2014 1 Aug 2017	29/508042 D793034
Bomber Jacket Design	DKH Retail Limited	United States of America L/0346/0218	11 Oct 2007 16 Feb 2010	29295976 D609882
Coat Design	DKH Retail Limited	United States of America L/0346/0640	18 Jun 2010 26 Jun 2012	29364120 D662285
Boot Design	DKH Retail Limited	United States of America L/0346/0846	23 Nov 2010 22 Nov 2011	29379680 D648928
Hooded Shirt Design	DKH Retail Limited	United States of America L/0346/0648	18 Jun 2010 20 Sep 2011	29364123 D645230
Boot Design	DKH Retail Limited	United States of America L/0346/0644	18 Jun 2010 18 Jan 2011	29364126 D630828
Jacket Design	DKH Retail Limited	United States of America L/0346/0264	23 Nov 2007 25 Aug 2009	29297954 D598639

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Jacket Design	DKH Retail Limited	United States of America	18 Jun 2010	29364124
		L/0348/0636	7 Jun 2011	D639025

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	[Record Owner]
None				

TRADEMARKS

Trademark Registrations

Owner	Jurisdiction	Trademark	Application Date	Application Number	Registration Date	Registration Number	Status
DKH Retail Limited	United States of America	SUPERDRYSTORE	14 Oct 2008	77591965	2 Nov 2010	3869831	Registered
DKH Retail Limited	United States of America	Laser Cut Orange RY SUPERDRY	27 May 2009	77745237	26 Nov 2013	4440436	Registered
DKH Retail Limited	United States of America	CALI CUBF CO	12 Nov 2008	77612797	22 Feb 2011	3921530	Registered
DKH Retail Limited	United States of America	SUPERDRY vintage logo	17 Sep 2008	77571776	22 Feb 2011	3921546	Registered
DKH Retail Limited	United States of America	SUPERDRY vintage logo	17 Sep 2008	77571772	22 Feb 2011	3921535	Registered
DKH Retail Limited	United States of America	SUPERDRY	19 Nov 2008	77617652	17 Jan 2012	4093328	Registered
DKH Retail Limited	United States of America	SUPERDRY vintage logo	19 Nov 2008	77617646	18 Dec 2012	4261630	Registered
DKH Retail Limited	United States of America	SUPERDRY vintage logo	18 Sep 2008	77573283	22 Feb 2011	3921542	Registered
DKH Retail Limited	United States of America	SUPERDRY vintage logo	17 Sep 2008	77571770	22 Feb 2011	3921538	Registered
DKH Retail Limited	United States of America	SUPERDRY corporate logo	19 Nov 2008	77617641	25 Dec 2012	4260819	Registered
DKH Retail Limited	United States of America	SUPERDRY corporate logo	17 Sep 2008	77571760	4 Dec 2012	4254195	Registered
DKH Retail Limited	United States of America	SUPERDRY corporate logo	3 Feb 2009	77661988	7 Jan 2014	4462887	Registered
DKH Retail Limited	United States of America	SUPERDRY corporate logo	17 Sep 2008	77571765	30 Apr 2013	4328534	Registered
DKH Retail Limited	United States of America	SUPERDRY	18 Sep 2008	77573270	3 Sep 2012	4096305	Registered
DKH Retail Limited	United States of America	SUPERDRY	17 Sep 2008	77571747	4 Dec 2012	4254194	Registered
DKH Retail Limited	United States of America	SUPERDRY	17 Sep 2008	77571749	21 Dec 2010	3894463	Registered
DKH Retail Limited	United States of America	SUPERDRY	26 Aug 2003	76543249	26 Jul 2005	2977637	Registered
DKH Retail Limited	United States of America	SUPERDRY	25 Jul 2012	85086195	19 Sep 2019	5054792	Registered

Limited	America						
DKH Retail Limited	United States of America	SUPERDRY corporate logo	17 Oct 2012	85736244	21 Nov 2017	5340925	Registered
DKH Retail Limited	United States of America	SUPERDRY corporate logo	16 Oct 2012	85755276	12 Jan 2016	4833765	Registered
DKH Retail Limited	United States of America	SUPERDRY vintage logo	16 Oct 2012	85755268	27 Nov 2016	5614310	Registered
DKH Retail Limited	United States of America	SUPERDRY	16 Oct 2012	85735237	18 Feb 2015	4482435	Registered
DKH Retail Limited	United States of America	SUPERDRY corporate logo	17 Oct 2012	85736175	18 Feb 2014	4483459	Registered
DKH Retail Limited	United States of America	SUPERDRY	17 Oct 2012	85756221	17 Jun 2014	4550612	Registered
DKH Retail Limited	United States of America	SUPERDRY corporate logo	17 Oct 2012	85736232	17 Jun 2014	4550013	Registered
DKH Retail Limited	United States of America	SUPERDRY	17 Oct 2012	85756239	25 Feb 2014	4487099	Registered
DKH Retail Limited	United States of America	SUPERDRY vintage logo	26 Feb 2013	85857982	30 Aug 2016	5032170	Registered
DKH Retail Limited	United States of America	SUPERDRY corporate logo	9 Jul 2014	86352030	21 Jul 2015	4775556	Registered
DKH Retail Limited	United States of America	SUPERDRY Label on Drawstring	18 Mar 2014	86239338	18 Oct 2016	5054627	Registered
DKH Retail Limited	United States of America	GRANDE DRY	11 Sep 2014	86391945	18 Oct 2016	5054782	Registered
DKH Retail Limited	United States of America	SUPERDRY	17 Oct 2014	86427048	21 Aug 2018	5546156	Registered
DKH Retail Limited	United States of America	SUPERDRY corporate logo	17 Oct 2014	86427062	27 Feb 2018	5498827	Registered
DKH Retail Limited	United States of America	SUPERDRY vintage logo	6 Mar 2015	86355388	18 Oct 2016	5061864	Registered
DKH Retail Limited	United States of America	WINDTRERKER	6 Mar 2015	86555865	25 Jul 2017	5248404	Registered
DKH Retail Limited	United States of America	WINDATTACKER	6 Mar 2015	86383379	21 Nov 2017	5337768	Registered
DKH Retail Limited	United States of America	WINDCAGOLE	6 Mar 2015	86555385	26 Sep 2017	5298332	Registered
DKH Retail Limited	United States of America	WIND YACHTER	14 Apr 2015	86596299	14 Nov 2017	5352308	Registered
DKH Retail Limited	United States of America	WINDHIEK	14 Apr 2015	86596296	18 Jul 2017	5247667	Registered
DKH Retail Limited	United States of America	WINDPAREA	14 Apr 2015	86596293	10 Oct 2017	5308502	Registered
DKH Retail Limited	United States of America	WINDMAC	14 Apr 2015	86596304	10 Oct 2017	5308503	Registered
DKH Retail Limited	United States of America	WINDOMBER	14 Apr 2015	86596393	12 Sep 2017	5287999	Registered
DKH Retail Limited	United States of America	SUPER OGABA	21 Apr 2015	86604011	18 May 2019	5748054	Registered
DKH Retail Limited	United States of America	OGABA 6	21 Apr 2015	86604002	23 Apr 2019	5730627	Registered
DKH Retail Limited	United States of America	SUPER JPN	21 Apr 2015	86603986	27 Feb 2018	5408859	Registered
DKH Retail Limited	United States of America	DRY SUPER	21 Apr 2015	86603972	23 Jan 2018	5383157	Registered
DKH Retail Limited	United States of America	GRANDE LABEL	21 Apr 2015	86604424	21 May 2019	5753084	Registered
DKH Retail Limited	United States of America	SUPER TOKYO	28 Jul 2015	86767000	4 Oct 2016	5052496	Registered
DKH Retail Limited	United States of America	SuperDry/sport	16 Dec 2015	86844807	25 Jul 2017	5248524	Registered

Limited	America						
DKH Retail Limited	United States of America	Super DrySport stylised (over 2 lines)	6 Jun 2016	87051806	30 May 2017	5312150	Registered
DKH Retail Limited	United States of America	SUPERDRY ATHLETIC	6 Jun 2016	87051800	2 Jan 2018	5367373	Registered
DKH Retail Limited	United States of America	SDLA	6 Jun 2016	87051803	9 Jan 2018	5372582	Registered
DKH Retail Limited	United States of America	V logo (below)	22 Nov 2016	87245762	26 Jun 2018	5508234	Registered
DKH Retail Limited	United States of America	SDX	29 Nov 2016	87250871	22 Jan 2019	5658766	Registered
DKH Retail Limited	United States of America	SUPER DRY VELO SPORT stylised	8 Dec 2016	87262415	19 Jun 2018	5495850	Registered
DKH Retail Limited	United States of America	SuperdrySportStones	14 Dec 2016	87268964	18 Apr 2018	5411194	Registered
DKH Retail Limited	United States of America	Super DrySport stylised	18 Dec 2016	87269059	19 Dec 2017	5398162	Registered
DKH Retail Limited	United States of America	SUPERDRY PREMIUM	24 Jan 2017	87311770	17 Apr 2018	5445918	Registered
DKH Retail Limited	United States of America	SUPERDRY corporate logo	19 Jul 2017	87533849	4 Sep 2018	5553173	Registered
DKH Retail Limited	United States of America	WINDSPORTER	18 Jul 2017	87532767	2 Oct 2018	5573086	Registered
DKH Retail Limited	United States of America	WINDTRACED	16 Aug 2017	87554169	25 Sep 2018	5568383	Registered
DKH Retail Limited	United States of America	WINDTRAINER	17 Aug 2017	87573460	25 Sep 2018	5568430	Registered
DKH Retail Limited	United States of America	WINDFADEK	17 Aug 2017	87573336	23 Sep 2018	5568431	Registered
DKH Retail Limited	United States of America	OSAKA stylised	28 Aug 2017	87588927	30 Oct 2018	5593159	Registered
DKH Retail Limited	United States of America	SUPERDRY WINDSPORT	23 Sep 2017	87621285	25 Sep 2018	5568653	Registered
DKH Retail Limited	United States of America	SUPERDRY WINDCHEATERHERCULES FLORAL	21 Sep 2017	87617861	23 Sep 2018	5568636	Registered
DKH Retail Limited	United States of America	COPPER LABEL	21 Apr 2015	86963246	20 Feb 2018	5404215	Registered
DKH Retail Limited	United States of America	SUPERDRY	10 May 2018	87915363	30 Jul 2019	5817068	Registered
DKH Retail Limited	United States of America	SUPERDRY		8494694			Pending
DKH Retail Limited	United States of America	S DRY	17 Jul 2019	88518931	30 Jun 2020	6088840	Registered
DKH Retail Limited	United States of America	SD CO	17 Jul 2019	88518934	30 Jun 2020	6088841	Registered
DKH Retail Limited	United States of America	SDR	17 Jul 2019	88518939	29 Jan 2020	5972992	Registered
DKH Retail Limited	United States of America	SD JPN	17 Jul 2019	88518942	4 Feb 2020	5976186	Registered

Trademark Applications

Owner	Jurisdiction	Trademarks	Application Date	Application Number	Registration Date	Registration Number	Status
DKH Retail Limited	United States of America	CULT STUDIO & logo	18 Nov 2019	88695992			Pending
DKH Retail Limited	United States of America	DRY & logo	18 Nov 2019	88695997			Pending

BEH Retail Limited	United States of America	SEX stylized & logo	18 Nov 2019	86696002		Pending
DKH Retail Limited	United States of America	SUPERDRY & logo	18 Nov 2019	86696004		Pending
DKH Retail Limited	United States of America	DRAGON logo	16 Jan 2020	80008.00		Pending

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]
None				

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]
None				

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date
None				

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date
None				