

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUSTFAB, LLC		09/15/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OAKTREE FUND ADMINISTRATION, LLC, as Collateral Agent		
Street Address:	333 S GRAND AVE		
Internal Address:	28th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4115866	JU JUSTFABULOUS	
Registration Number:	4362499	JF	
Registration Number:	4183738	JUST FAB	
Registration Number:	4292790	JUST FAB	
Registration Number:	4293503	JUST FAB	
Registration Number:	4010248	JUST FABULOUS	
Registration Number:	4355611	JUST FABULOUS	
Registration Number:	5651086	JUSTFAB ACTIVE	
Registration Number:	5591802	JFA	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	mpotts@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	MARISSA A. POTTS		
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP		
Address Line 2:	1285 AVENUE OF THE AMERICAS		

CH \$240.00 4115866

Address Line 4: NEW YORK, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 013948-00493

NAME OF SUBMITTER: Marissa Potts

SIGNATURE: /Marissa Potts/

DATE SIGNED: 11/25/2020

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement (this “Agreement”), dated as of September 15, 2020, is made by **JUSTFAB, LLC**, a Delaware limited liability company (“Grantor”), in favor of **OAKTREE FUND ADMINISTRATION, LLC**, as Collateral Agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Collateral Agent”).

Grantor has executed and delivered a Second Lien Pledge and Security Agreement, dated as of September 15, 2020, with and in favor of Collateral Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Second Lien Pledge and Security Agreement”). Grantor has pledged and granted to Collateral Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Collateral Agent (and the ratable benefit of the Secured Parties), as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Second Lien Pledge and Security Agreement or the Second Lien Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Collateral Agent a continuing security interest in and a continuing Lien on all of the Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds, licenses, royalties, income, payments, claims, damages, and proceeds of suit at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Collateral Agent (for the ratable benefit of the Secured Parties) in connection with the Second Lien Pledge and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Second Lien Pledge and Security Agreement (and all rights and remedies of Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Pledge and Security Agreement, the terms of the Second Lien Pledge and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

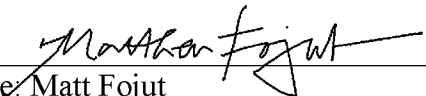
6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST OR THE REMEDIES HEREUNDER IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

7. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 7 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER CREDIT DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING HERETO. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.


[Signature pages follow]

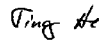
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JUSTFAB, LLC, as Grantor

By: 
Name: Matt Fojut
Title: Secretary

OAKTREE FUND ADMINISTRATION, LLC,
as Collateral Agent

By: 
Name: Jordan Mikes
Title: Senior Vice President

By: 
Name: Ting He
Title: Vice President

**SCHEDULE 1
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Jurisdiction	Status	Filing Date & Application Number	Registration Date & Registration Number	Owner or Applicant
J JUSTFABULO US & Design	Australia	Registered	14-Nov-10 1070308	14-Nov-10 1070308	JustFab, LLC
J JUSTFABULO US & Design	Canada	Registered	15-Nov-10 1503678	27-Nov-13 TMA866041	JustFab, LLC
J JUSTFABULO US & Design	European Union	Registered	14-Nov-10 1070308	14-Nov-10 1070308	JustFab, LLC
J JUSTFABULO US & Design	International Bureau (WIPO)	Registered	14-Nov-10 1070308	14-Nov-10 1070308	JustFab, LLC
J JUSTFABULO US & Design	United States of America	Registered	12-Nov-10 85176018	20-Mar-12 4115866	JustFab, LLC
JF & Design	European Union	Registered	2-Sep-11 10237113	2-Feb-12 10237113	JustFab, LLC
JF & Design	United States of America	Registered	31-Aug-11 85979313	2-Jul-13 4362499	JustFab, LLC
JF JUST FABULOUS & Linear Design	Chile	Registered	12-Oct-11 973936	24-Jan-13 988079	JustFab, LLC
JF JUST FABULOUS & Linear Design	Chile	Registered	12-Oct-11 973937	24-Jan-13 988081	JustFab, LLC
JF JUST FABULOUS & Linear Design	Chile	Registered	12-Oct-11 973938	25-Apr-13 1006996	JustFab, LLC
JF JUST FABULOUS & Stacked Design	European Union	Registered	12-Jan-12 10556025	12-Jan-12 10556025	JustFab, LLC
JF JUSTFAB Stacked Design	Austria	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Benelux	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Croatia	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC

JF JUSTFAB Stacked Design	Czech Republic	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Denmark	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Estonia	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Finland	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	France	Registered	28-Apr-14 4087242	28-Apr-14 4087242	JustFab, LLC
JF JUSTFAB Stacked Design	Germany	Registered	28-Apr-14 3020140455 09	31-Jul-14 302014045509.00	JustFab, LLC
JF JUSTFAB Stacked Design	Greece	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Hungary	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	International Bureau (WIPO)	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Ireland	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Latvia	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Lithuania	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Norway	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Poland	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Slovakia	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Spain	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Sweden	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Switzerland	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	Turkey	Registered	19-Sep-14 1240637	19-Sep-14 1240637	JustFab, LLC
JF JUSTFAB Stacked Design	United Kingdom	Registered	28-Apr-14 3053274	10-Oct-14 3053274	JustFab, LLC
JUST FAB	Canada	Registered	25-Sep-13 1645235	27-Sep-16 TMA950596	JustFab, LLC
JUST FAB	European Union	Registered	14-Nov-10 1084981	14-Nov-10 1084981	JustFab, LLC
JUST FAB	International Bureau (WIPO)	Registered	14-Nov-10 1084981	14-Nov-10 1084981	JustFab, LLC

JUST FAB	United States of America	Registered	14-May-10 85039190	31-Jul-12 4183738	JustFab, LLC
JUST FAB	United States of America	Registered	12-Nov-10 85176016	19-Feb-13 4292790	JustFab, LLC
JUST FAB	United States of America	Registered	12-Nov-10 85976525	19-Feb-13 4293503	JustFab, LLC
JUST FAB	International Bureau (WIPO)	Registered	6-Dec-11 1113430	6-Dec-11 1113430	JustFab, LLC
JUST FAB	China	Registered	6-Dec-11 1113430	6-Dec-11 1113430	JustFab, LLC
JUST FAB	Japan	Registered	6-Dec-11 1113430	6-Dec-11 1113430	JustFab, LLC
JUST FAB	Turkey	Registered	6-Dec-11 1113430	6-Dec-11 1113430	JustFab, LLC
JUST FABULOUS	Argentina	Registered	7-Sep-11 3113564	30-Nov-12 2542941	JustFab, LLC
JUST FABULOUS	Argentina	Registered	7-Sep-11 3113565	30-Nov-12 2542942	JustFab, LLC
JUST FABULOUS	Argentina	Registered	7-Sep-11 3113566	30-Nov-12 2542952	JustFab, LLC
JUST FABULOUS	Mexico	Registered	2-Sep-11 1208167	20-Feb-12 1269149	JustFab, LLC
JUST FABULOUS	Mexico	Registered	2-Sep-11 1208168	20-Feb-12 1269150	JustFab, LLC
JUST FABULOUS	Mexico	Registered	2-Sep-11 1208166	9-Apr-12 1277714	JustFab, LLC
JUST FABULOUS	Peru	Registered	7-Sep-11 466590	4-Jun-12 4385	JustFab, LLC
JUST FABULOUS	Peru	Registered	5-Jan-12 478908	4-Apr-12 71238	JustFab, LLC
JUST FABULOUS	United States of America	Registered	14-May-10 85039211	9-Aug-11 4010248	JustFab, LLC
JUST FABULOUS	United States of America	Registered	31-Aug-11 85979128	18-Jun-13 4355611	JustFab, LLC
JUSTFAB	Australia	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Benelux	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Brazil	Registered	4-Jul-14 907928293	17-Jan-17 907928293	JustFab, LLC
JUSTFAB	Brazil	Registered	4-Jul-14 907928323	17-Jan-17 907928323	JustFab, LLC

JUSTFAB	China	Registered	6-Jan-14 13860983	21-Jan-17 13860983	JustFab, LLC
JUSTFAB	China	Registered	6-Jan-14 13860982	21-Feb-15 13860982	JustFab, LLC
JUSTFAB	China	Registered	6-Jan-14 13860981	7-Nov-16 13860981	JustFab, LLC
JUSTFAB	China	Registered	15-Jun-16 20305464	21-Jun-18 20305464	JustFab, LLC
JUSTFAB	Croatia	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Czech Republic	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Denmark	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Estonia	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Finland	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	France	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Germany	Registered	30-Apr-14 3020140455 102	31-Jul-14 3020140455102	JustFab, LLC
JUSTFAB	Greece	Registered	4-Jul-14 1223410	4-Jul-14 1233410	JustFab, LLC
JUSTFAB	International Bureau (WIPO)	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Japan	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Latvia	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Lesotho	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Lithuania	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Malaysia	Registered	4-Jul-14 2014007544	27-Jan-16 2014007544	JustFab, LLC
JUSTFAB	Malaysia	Registered	4-Jul-14 2014007541	27-Jan-16 2014007541	JustFab, LLC
JUSTFAB	Malaysia	Registered	4-Jul-14 2014007542	11-Feb-15 2014007542	JustFab, LLC

JUSTFAB	Malaysia	Registered	4-Jul-14 2014007543	26-Jan-16 2014007543	JustFab, LLC
JUSTFAB	Mexico	Registered	4-Jul-14 1223410	6-Jan-14 1223410	JustFab, LLC
JUSTFAB	Philippines	Registered	20-Jul-17 4201701150 7	12-Oct-17 42017011507	JustFab, LLC
JUSTFAB	Poland	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Republic of Korea	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Slovakia	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Spain	Registered	28-Apr-14 M3508740	22-Dec-14 M3508740	JustFab, LLC
JUSTFAB	Spain	Registered	4-Jul-14 M3518287	23-Dec-14 M3518287	JustFab, LLC
JUSTFAB	Sweden	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Switzerland	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Turkey	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	United Kingdom	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	Vietnam	Registered	4-Jul-14 1223410	4-Jul-14 1223410	JustFab, LLC
JUSTFAB ACTIVE	Canada	Pending	12-Dec-17 1872543	13-Dec-19 TMA1066262	JustFab, LLC
JUSTFAB ACTIVE	European Union	Registered	12-Dec-17 17585852	27-Apr-18 17585852	JustFab, LLC
JUSTFAB ACTIVE	United States of America	Registered	14-Dec-17 87720986	8-Jan-19 5651086	JustFab, LLC
JustFab Active Logo	Canada	Pending	12-Dec-17 1872552	13-Dec-19 TMA1066254	JustFab, LLC
JustFab Active Logo	European Union	Registered	12-Dec-17 17585878	27-Apr-18 17585878	JustFab, LLC
Justfab Active Logo	United States of America	Registered	14-Dec-17 87720994	23-Oct-18 5591802	JustFab, LLC

2. TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Status	Filing Date &	Owner or Applicant
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			Application Number	
JUSTFAB	India	Pending	4-Jul-14 1223410	JustFab, LLC
JUSTFAB	China	Pending	24-Apr-19 37740589	JustFab, LLC
JUSTFAB	China	Pending	28-Oct-19 41908312	JustFab, LLC
JUSTFAB	China	Pending	18-May-20 46384839	JustFab, LLC

3. TRADEMARK LICENSES

None.