

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FABLETICS, 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:	4731957	FABLETICS	
Registration Number:	4507778	FABLETICS	
Registration Number:	5521047	FABLETICS	
Registration Number:	4662161	FABLETICS	
Registration Number:	5009625	LIVE YOUR PASSION	
Registration Number:	5890494	MOTION365	
Registration Number:	4778129	PAINTFAB	
Registration Number:	5520519	POWERHOLD	
Registration Number:	5890495	SCULPTKNIT	
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 4731957

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: 8

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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 **FABLETICS, 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.

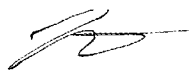
[Signature pages follow]

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.

FABLETICS, 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: *Ting He*
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
FABLETICS	Australia	Registered	17-Jun-13 1171368	17-Jun-13 1171368	Fabletics, LLC
FABLETICS	Bahrain	Registered	25-Dec-16 118155	11-Jul-17 118155	Fabletics, LLC
FABLETICS	Bahrain	Registered	25-Dec-16 118156	11-Jul-17 118156	Fabletics, LLC
FABLETICS	Canada	Registered	17-Jun-13 1631494	7-Jun-16 TMA940200	Fabletics, LLC
FABLETICS	China	Registered	17-Jun-13 1171368	17-Jun-13 1171368	Fabletics, LLC
FABLETICS	China	Registered	5-May-14 14511888	7-Aug-15 14511888	Fabletics, LLC
FABLETICS	European Union	Registered	17-Jun-13 1171368	17-Jun-13 1171368	Fabletics, LLC
FABLETICS	European Union	Registered	3-Mar-17 16433252	16-Jun-17 16433252	Fabletics, LLC
FABLETICS	Hong Kong	Registered	11-Nov-16 303960306	11-Nov-16 303960306	Fabletics, LLC
FABLETICS	India	Registered	27-Jun-17 3579283	27-Jun-17 3579283	Fabletics, LLC
FABLETICS	Indonesia	Registered	7-Jun-17 D002017025 856	6-Aug-18 IDM000632053	Fabletics, LLC
FABLETICS	International Bureau (WIPO)	Registered	17-Jun-13 1171368	17-Jun-13 1171368	Fabletics, LLC
FABLETICS	Japan	Registered	17-Jun-13 1171368	17-Jun-13 1171368	Fabletics, LLC
FABLETICS	Jordan	Registered	9-Dec-18 163706	9-Feb-20 163706	Fabletics, LLC
FABLETICS	Jordan	Registered	9-Dec-18 163707	9-Feb-20 163707	Fabletics, LLC
FABLETICS	Kuwait	Registered	11-Jan-17 186744	11-Jan-17 158407	Fabletics, LLC
FABLETICS	Kuwait	Registered	11-Jan-17 186745	11-Jan-17 199598	Fabletics, LLC

FABLETICS	Lebanon	Registered	4-Dec-2018 966632018	18-Dec-18 189327	Fabletics, LLC
FABLETICS	Malaysia	Registered	1-Jun-17 2017059972	1-Jun-17 2017059972	Fabletics, LLC
FABLETICS	Malaysia	Registered	1-Jun-17 2017059973	1-Jun-17 2017059973	Fabletics, LLC
FABLETICS	Mexico	Registered	17-Apr-14 1171368	17-Apr-14 1171368	Fabletics, LLC
FABLETICS	Philippines	Registered	2-Jun-17 4201700856 5	31-Aug-17 42017008565	Fabletics, LLC
FABLETICS	Qatar	Registered	8-Jan-17 111364	8-Jan-17 111364	Fabletics, LLC
FABLETICS	Qatar	Registered	8-Jan-17 111365	8-Jan-17 111365	Fabletics, LLC
FABLETICS	Republic of Korea	Registered	1-Jun-17 401353547	24-Apr-18 401353547	Fabletics, LLC
FABLETICS	Russia	Registered	13-Oct-18 1171368	13-Oct-18 1171368	Fabletics, LLC
FABLETICS	Saudi Arabia	Registered	20-Dec-16 1438006807	20-Mar-17 1438006807	Fabletics, LLC
FABLETICS	Saudi Arabia	Registered	20-Dec-16 1438006808	20-Mar-17 1438006808	Fabletics, LLC
FABLETICS	Singapore	Registered	2-Jun-17 4020171015 4T	2-Jun-17 40201710154T	Fabletics, LLC
FABLETICS	Thailand	Registered	6-Jun-17 170119252	6-Jun-17 191104899	Fabletics, LLC
FABLETICS	Turkey	Registered	13-Oct-18 1171368	13-Oct-18 1171368	Fabletics, LLC
FABLETICS	United Arab Emirates	Registered	24-Dec-16 265390	16-Jul-17 265390	Fabletics, LLC
FABLETICS	United Arab Emirates	Registered	24-Dec-16 265391	16-Jul-17 265391	Fabletics, LLC
FABLETICS	United States of America	Registered	18-Dec-12 85805165	5-May-15 4731957	Fabletics, LLC
FABLETICS	United States of America	Registered	9-Apr-13 85899473	1-Apr-14 4507778	Fabletics, LLC
FABLETICS	United States of America	Registered	14-Aug-17 87567561	17-Jul-18 5521047	Fabletics, LLC
FABLETICS & Design	Australia	Registered	30-Dec-13 1231138	30-Dec-13 1231138	Fabletics, LLC
FABLETICS & Design	Canada	Registered	12-Dec-13 1656092	14-Jul-17 TMA975720	Fabletics, LLC
FABLETICS & Design	China	Registered	30-Dec-13 1231138	30-Dec-13 1231138	Fabletics, LLC

FABLETICS & Design	European Union	Registered	30-Dec-13 1231138	30-Dec-13 1231138	Fabletics, LLC
FABLETICS & Design	India	Registered	27-Jun-17 3579284	27-Jun-17 3579284	Fabletics, LLC
FABLETICS & Design	Indonesia	Published	3-Jul-17 D002017029 460		Fabletics, LLC
FABLETICS & Design	International Bureau (WIPO)	Registered	30-Dec-13 1231138	30-Dec-13 1231138	Fabletics, LLC
FABLETICS & Design	Japan	Registered	30-Dec-13 1231138	30-Dec-13 1231138	Fabletics, LLC
FABLETICS & Design	Malaysia	Registered	23-Jun-17 2017061783	23-Jun-17 2017061783	Fabletics, LLC
FABLETICS & Design	Malaysia	Registered	23-Jun-17 2017061785	23-Jun-17 2017061785	Fabletics, LLC
FABLETICS & Design	Philippines	Registered	23-Jun-17 4201700983 7	14-Sep-17 42017009837	Fabletics, LLC
FABLETICS & Design	Republic of Korea	Registered	23-Jun-17 401368236	14-Jun-18 401368236	Fabletics, LLC
FABLETICS & Design	Singapore	Registered	23-Jun-17 4020171200 1P	23-Jun-17 40201712001P	Fabletics, LLC
FABLETICS & Design	United States of America	Registered	16-Dec-13 86144462	30-Dec-14 4662161	Fabletics, LLC
FABLETICS Logo	European Union	Registered	3-Mar-17 16433261	16-Jun-17 16433261	Fabletics, LLC
JF JUST FABULOUS & Linear Design	Thailand	Registered	23-Sep-11 821785	23-Sep-11 TM362455	Fabletics, LLC
LIVE YOUR PASSION	Australia	Registered	18-Sep-15 1281536	18-Sep-15 1281536	Fabletics, LLC
LIVE YOUR PASSION	China	Registered	18-Sep-15 1281536	30-Jun-17 1281536	Fabletics, LLC
LIVE YOUR PASSION	European Union	Registered	18-Sep-15 1281536	18-Sep-15 1281536	Fabletics, LLC
LIVE YOUR PASSION	International Bureau (WIPO)	Registered	18-Sep-15 1281536	18-Sep-15 1281536	Fabletics, LLC
LIVE YOUR PASSION	United States of America	Registered	18-Mar-15 86979283	26-Jul-16 5009625	Fabletics, LLC
MOTION365	United States of America	Registered	15-Apr-19 88385985	22-Oct-19 5890494	Fabletics, LLC
PAINTFAB	United States of America	Registered	17-Jan-14 86168681	21-Jul-15 4778129	Fabletics, LLC
POWERFREE	European Union	Registered	13-Apr-18 17887505	11-Aug-18 17887505	Fabletics, LLC

POWERFREE	Germany	Registered	13-Dec-17 3020170323 43.3	5-Apr-18 302017032343	Fabletics, LLC
POWERHOLD	Canada	Registered	21-Dec-17 1874490	26-Sep-19 TMA1056489	Fabletics, LLC
POWERHOLD	European Union	Registered	12-Mar-18 17872859	5-Jul-18 17872859	Fabletics, LLC
POWERHOLD	Germany	Registered	13-Dec-17 3020170324 22.7	5-Mar-18 302017032422	Fabletics, LLC
POWERHOLD	United States of America	Registered	21-Mar-17 87380049	17-Jul-18 5520519	Fabletics, LLC
POWERSHEE N	Canada	Registered	21-Dec-17 1874492	4-Oct-19 TMA1057546	Fabletics, LLC
SCULPTKNIT	United States of America	Registered	15-Apr-19 88385988	22-Oct-19 5890495	Fabletics, LLC

2. TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Status	Filing Date & Application Number	Owner or Applicant
FABLETICS	Oman	Pending	13-Oct-18 1171368	Fabletics, LLC
FABLETICS	Egypt	Pending	13-Oct-18 1171368	Fabletics, LLC

3. TRADEMARK LICENSES

None.