

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORMAN MILLS, INC.		01/15/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	ENCINA BUSINESS CREDIT, LLC		
Street Address:	123 N.Wacker, Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3050802	3 PERCENT	
Registration Number:	3117794	3 PERCENT	
Registration Number:	1823412	FORMAN MILLS	
Registration Number:	3265627	GRAND POOBAH	
Registration Number:	3248016	P	
Registration Number:	2801424	POOBAH	
Registration Number:	2886305	POOBAH	
Registration Number:	3057054	PROZ WEAR	
Registration Number:	3307923	PROZ WEAR	
Registration Number:	3248019	P PROZ WEAR	
Registration Number:	2919481	THAT'S A LIE!	
Registration Number:	2729916	THAT'S A LIE! FORMAN MILLS	
Registration Number:	4913949	3 PERCENT	
Registration Number:	4913952	3%	
Registration Number:	5324022	GRAND IMPERIAL POOBAH	
Registration Number:	4846654	F M	
Registration Number:	4768010	3 PERCENT	
Registration Number:	4642055	3%	
Registration Number:	2810660	FORMAN MILLS	

OP \$515.00 3050802

Property Type	Number	Word Mark
Registration Number:	3313405	WE'VE GOT THE LOOK

CORRESPONDENCE DATA

Fax Number:

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1316596
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	01/15/2021

Total Attachments: 6
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January 15, 2021 (this “*Notice*”), made by **FORMAN MILLS, INC.**, a Pennsylvania corporation (the “*Grantor*”), in favor of **ENCINA BUSINESS CREDIT, LLC**, as Agent (as defined below).

Reference is made to the Loan and Security Agreement, dated as of January 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), among the Grantor and the other Borrowers party thereto (each a “*Borrower*” and collectively, the “*Borrowers*”), **FORMAN MILLS HOLDINGS LLC**, a Delaware limited liability company, and the other Loan Party Obligors party thereto from time to time, the Lenders party thereto from time to time and **ENCINA BUSINESS CREDIT, LLC**, as agent (together with its successors and assigns in such capacity, the “*Agent*”) for the Lenders. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Obligations, the Grantor pursuant to the Loan Agreement did, and hereby does, collaterally assign and pledge to the Agent, its successors and permitted assigns, for the benefit of the Lenders, a continuing security interest in all of the Grantor’s right, title and interest in, to and under any and all of the trademarks, including those listed on Schedule I, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Collateral, the “*Trademark Collateral*”);

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Loan Agreement.* The security interest granted to the Agent herein is granted in furtherance, and not in limitation of, the security interest granted to the Agent pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. *Recordation.* The Grantor authorizes the directors of the United States Patent and Trademark Office to record this Notice.

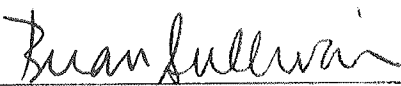
SECTION 5. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS NOTICE IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS NOTICE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

FORMAN MILLS, INC.

By: 

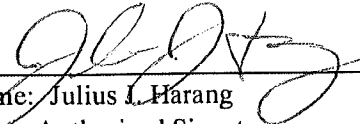
Name: Brian Sullivan

Title: Chief Financial Officer, Treasurer
and Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007163 FRAME: 0209

ENCINA BUSINESS CREDIT, LLC,
as Agent,

By: 
Name: Julius J. Harang
Title: Authorized Signatory





[Signature Page to Notice of Grant of Security Interest in Trademarks]


TRADEMARK
REEL: 007163 FRAME: 0210

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Grantor

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
3 PERCENT	3,050,802	01/24/2006
3 PERCENT	3,117,794	07/18/2006
FORMAN MILLS	1,823,412	02/22/1994
FORMAN MILLS DESIGN 	2,810,660	02/03/2004
GRAND POOBAH	3,265,627	07/17/2007
P (MISCELLANEOUS DESIGN) 	3,248,016	05/29/2007
POOBAH	2,801,424	12/30/2003
POOBAH DESIGN 	2,886,305	09/21/2004
PROZ WEAR	3,057,054	02/07/2006
PROZ WEAR	3,307,923	10/09/2007
P PROZ WEAR AND DESIGN 	3,248,019	05/29/2007

THAT'S A LIE!	2,919,481	01/18/2005
THAT'S A LIE, FORMAN MILLS AND DESIGN 	2,729,916	06/24/2003
WE'VE GOT THE LOOK	3,313,405	10/16/2007
3 PERCENT	4,913,949	03/08/2016
3%	4,913,952	03/08/2016
GRAND IMPERIAL POOBAH	5,324,022	10/31/2017
F♦M	4,846,654	11/03/2015
<3 PERCENT	4,768,010	07/07/2015
3%	4,642,055	11/18/2014

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
None.		

2652396.4