

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM635100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIANCE APPAREL GROUP, INC.		03/23/2021	Corporation: DELAWARE
FWRD, LLC		03/23/2021	Limited Liability Company: CALIFORNIA
EMINENT, INC.		03/23/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	100 Federal Street, 9th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	87850112	LOVEWAVE	
Serial Number:	87789015	H:OURS	
Serial Number:	87654384	LOVEWAVE	
Serial Number:	87179088	ABOUT US	
Serial Number:	85101442	THE HOUR	
Serial Number:	87179077	BY THE WAY	
Serial Number:	87654392	FOREVER ANYWHERE	
Serial Number:	85820528	LOVERS + FRIENDS	
Serial Number:	87635208	RAINBOW RETROGRADE	
Serial Number:	87671778	SIXTHREESEVEN	
Serial Number:	87910327	SUPER DOWN	
Serial Number:	88810080	YOUR BETTER HALF	
Serial Number:	90558628	WELLBEING + BEINGWELL	
Serial Number:	88733239	FWRD	
Serial Number:	87981072	FORWARD BY ELYSE WALKER	
Serial Number:	87063861	FORWARD BY ELYSE WALKER	

CH \$565.00 87850112

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87666918	ABOUT US
Serial Number:	88763842	REVOLVE
Serial Number:	88840417	REVOLVE
Serial Number:	88774948	REVOLVE CLOTHING
Serial Number:	87910431	BABY FRIDAY
Serial Number:	88473880	RVLV

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	03/29/2021

Total Attachments: 6

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

March 23, 2021

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, ALLIANCE APPAREL GROUP, INC., a Delaware corporation, FWRD, LLC, a California limited liability company, and EMINENT, INC., a Delaware corporation (together the “Grantors” and each a “Grantor”), hereby grant to BANK OF AMERICA, N.A., as Collateral Agent for its own benefit and the benefit of the other Secured Parties (as defined in the Security Agreement referred to below), having an office at 100 Federal Street, 9th Floor, Boston, Massachusetts 02110 (the “Grantee”), a continuing security interest in the following: (i) all of the Grantors’ rights, titles and interests in, to and under the United States trademarks, service marks, trademark registrations, service mark registrations, trademark applications, and service mark applications set forth on Schedule A attached hereto (the foregoing, collectively, the “Marks”), (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “Grant”) is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors, as such term is defined in the Security Agreement by, among others, the undersigned Grantors, the other Grantors party thereto (as defined therein), and the Grantee, dated as of March 23, 2016 (as amended, modified, supplemented or restated hereafter, the “Security Agreement”).

WHEREAS, pursuant to the Security Agreement, that certain TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2016, in favor of Grantee (as amended, supplemented or otherwise modified and in effect, the “Trademark Security Agreement”), was

recorded with the United States Patent and Trademark Office on March 25, 2018 at Reel 005758, Frame 0190.

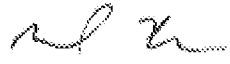
NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth herein and in the Security Agreement and Trademark Security Agreement, this Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Grant and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

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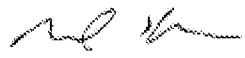
IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date above first written.

ALLIANCE APPAREL GROUP, INC., as a
Grantor

By: 

Name: Mike Karanikolas
Title: President and Chief Executive Officer

FWRD, LLC, as a Grantor

By: 

Name: Mike Karanikolas
Title: President and Chief Executive Officer


EMINENT, INC., as a Grantor

By: 

Name: Mike Karanikolas
Title: President and Chief Executive Officer

ACKNOWLEDGED AND ACCEPTED:

BANK OF AMERICA, N.A.,
as Grantee

By: 
Name: Roger Malouf
Title: Senior Vice President

SCHEDULE A

Trademarks

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Status
ALLIANCE APPAREL GROUP, INC.	LOVEWAVE	87850112 26-MAR-2018	6169817 06-OCT-2020	
ALLIANCE APPAREL GROUP, INC.	H:OURS	87789015 07-FEB-2018	6195575 10-NOV-2020	
ALLIANCE APPAREL GROUP, INC.	LOVEWAVE	87654384 20-OCT-2017	6169729 06-OCT-2020	
ALLIANCE APPAREL GROUP, INC.	ABOUT US	87179088 21-SEP-2016	6024444 31-MAR-2020	
ALLIANCE APPAREL GROUP, INC.	THE HOUR	85101442 05-AUG-2010	3940742 05-APR-2011	
ALLIANCE APPAREL GROUP, INC.	BY THE WAY	87179077 21-SEPT-16		ABANDONED
ALLIANCE APPAREL GROUP, INC.	FOREVER ANYWHERE	87654392 20- OCT-17		ABANDONED
ALLIANCE APPAREL GROUP, INC.		85/820528 10- JAN-12		ABANDONED
ALLIANCE APPAREL GROUP, INC.	RAINBOW RETROGRADE	87635208 05- OCT 17		ABANDONED
ALLIANCE APPAREL GROUP, INC.	SIXTHREESEVEN	87671778 03- NOV-17		ABANDONED
ALLIANCE APPAREL GROUP, INC.	SUPER DOWN	87910327 17-MAY-18		ABANDONED
ALLIANCE APPAREL GROUP, INC.	YOUR BETTER HALF	88810080 25- FEB-20		ABANDONED
ALLIANCE APPAREL GROUP, INC.	WELLBEING + BEINGWELL	90558628 03-MAR-2021		PENDING
FORWARD BY ELYSE WALKER, LLC	FWRD	88733239 19-DEC-2019		Pending Section 44(D)

Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Status
FORWARD BY ELYSE WALKER, LLC	FORWARD BY ELYSE WALKER	87981072 08-JUN-2016	5803510 16-JUL-2019	
FORWARD BY ELYSE WALKER, LLC	FORWARD BY ELYSE WALKER	87063861 07-JUL-16		ABANDONED
EMINENT, INC.	ABOUT US	87666918 31-OCT-17		TO BE ABANDONED PENDING
EMINENT, INC.	REVOLVE	88763842 17-JAN-20		PENDING
EMINENT, INC.	REVOLVE	88840417 19-MAR-20	611749 7/28/20	REGISTERED
EMINENT, INC.	REVOLVE CLOTHING	88774948 27-JAN-20		PENDING
EMINENT, INC.	BABY FRIDAY	87910431 7-MAY-18		ABANDONED
EMINENT, INC.	RVLV	88473880 14-JUN-19		ALLOWED

Schedule A to Supplement to Trademark Security Agreement