

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638575

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Janie and Jack Holdings, Inc.		04/08/2021	Limited Liability Company: DELAWARE
Janie and Jack, LLC		04/08/2021	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Midcap Financial Trust
<b>Street Address:</b>	7255 Woodmont Ave., Suite 200
<b>City:</b>	Bethesda
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Statutory Trust: DELAWARE

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	5645401	JACK DENIM
Registration Number:	5645402	JACK DENIM BY JANIE AND JACK
Registration Number:	3879034	JANIE AND JACK
Registration Number:	3879035	JANIE AND JACK
Registration Number:	3856707	JANIE AND JACK
Registration Number:	3856716	JANIE AND JACK
Registration Number:	3876117	JANIE AND JACK
Registration Number:	3856717	JANIE AND JACK
Registration Number:	5897916	JANIE AND JACK
Registration Number:	6047185	JANIE AND JACK
Registration Number:	6047273	JANIE AND JACK
Registration Number:	6047616	JANIE AND JACK
Registration Number:	6047626	JANIE AND JACK
Registration Number:	6123127	JANIE AND JACK
Registration Number:	5991882	JANIE AND JACK
Registration Number:	6266333	JANIE AND JACK
Registration Number:	5927865	JANIE AND JACK SAN FRANCISCO

CH \$465.00 5645401

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88677480	JANIE AND JACK

**CORRESPONDENCE DATA**

**Fax Number:** 7036106200

*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:** 7036106100

**Email:** boxip@hoganlovells.com

**Correspondent Name:** Rachel Fleeson of Hogan Lovells US LLP

**Address Line 1:** 8350 Broad Street, 17th Floor

**Address Line 2:** Attn: Box Intellectual Property

**Address Line 4:** Tysons, VIRGINIA 22102

<b>NAME OF SUBMITTER:</b>	Rachel Fleeson of Hogan Lovells US LLP
<b>SIGNATURE:</b>	/rsf/
<b>DATE SIGNED:</b>	04/12/2021

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 8<sup>th</sup> day of April, 2021 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (together with its successors and assigns, "Agent"), **JANIE AND JACK HOLDINGS, INC.**, a Delaware limited liability company ("Holdings") and **JANIE AND JACK, LLC**, a California limited liability company ("J&J") and together with Holdings any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement, by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**JANIE AND JACK HOLDINGS, INC.**

By: Jeff Frisder  
Name: Jeff Frisder  
Title: CEO

**JANIE AND JACK LLC**

By: Jeff Frisder  
Name: Jeff Frisder  
Title: CEO

**AGENT:**

**MIDCAP FINANCIAL TRUST**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

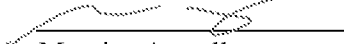
By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

EXHIBIT C

Trademarks

(See Attached)

COUNTRY	TRADEMARK	OWNER	CLASSES	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	SUB STATUS
United States of America	JACK DENIM	Janie and Jack LLC	25	87859152	Apr-2-2018	5645401	Jan-1-2019	Registered	Registration Certificate Received
United States of America	JACK DENIM BY JANIE AND JACK	Janie and Jack LLC	25	871859,155	Apr-2-2018	5645402	Jan-1-2019	Registered	Registration Certificate Received
United States of America	JANIE AND JACK	Janie and Jack LLC	16	77948796	Mar-2-2010	3879034	Nov-23-2010	Registered	Renewed
United States of America	JANIE AND JACK	Janie and Jack LLC	24	77948807	Mar-2-2010	3879035	Nov-23-2010	Registered	Renewed
United States of America	JANIE AND JACK	Janie and Jack LLC	25	77947711	Mar-1-2010	3856707	Oct-5-2010	Registered	Renewed
United States of America	JANIE AND JACK	Janie and Jack LLC	25	77948801	Mar-2-2010	3856716	Oct-5-2010	Registered	Renewed
United States of America	JANIE AND JACK	Janie and Jack LLC	28	77948811	Mar-2-2010	3876117	Nov-16-2010	Registered	Renewed
United States of America	JANIE AND JACK	Janie and Jack LLC	35	77948818	Mar-2-2010	3856717	Oct-5-2010	Registered	Renewed
United States of America	JANIE AND JACK	Janie and Jack LLC	26	87791367	Feb-9-2018	5897916	Oct-29-2019	Registered	Registration Certificate Received
United States of America	JANIE AND JACK	Janie and Jack LLC	9	88645188	Oct-7-2019	6047185	May-5-2020	Registered	Registration Certificate Received
United States of America	JANIE AND JACK	Janie and Jack LLC	26	88646369	Oct-8-2019	6047273	May-5-2020	Registered	Received Electronic Registration Certificate



COUNTRY	TRADEMARK	OWNER	CLASSES	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	SUB STATUS
United States of America	JANIE AND JACK	Janie and Jack LLC	35	88655592	Oct-15-2019	6047616	May-5-2020	Registered	Registration Certificate Received
United States of America	JANIE AND JACK	Janie and Jack LLC	18	88658690	Oct-17-2019	6047626	May-5-2020	Registered	Registration Certificate Received
United States of America	JANIE AND JACK	Janie and Jack LLC	35	88677480	Nov-1-2019			Pending	Published
United States of America	JANIE AND JACK	Janie and Jack LLC	25	88685274	Nov-8-2019	6123127	Aug-11-2020	Registered	Registration Certificate Received
United States of America	JANIE AND JACK	Janie and Jack LLC	18	87982485	Feb-9-2018	5991882	Feb-18-2020	Registered	Registration Certificate Received
United States of America	JANIE AND JACK	Janie and Jack LLC	9	90047476	Jul-10-2020	6266333	Feb-9-2021	Registered	Registration Certificate Received
United States of America	JANIE AND JACK SAN FRANCISCO	Janie and Jack LLC	25	88085370	Aug-20-2018	5927865	Dec-3-2019	Registered	Registration Certificate Received
United States of America	JANIE AND JACK	Janie and Jack LLC	24	77948,807	3/2/2010	3879035	11/23/2010		Registered Renewal due 11/23/2020
United States of America	JANIE AND JACK	Janie and Jack LLC	25	77947,711	3/1/2010	3856707	10/5/2010		Registered Renewal due 10/5/2020 Registered with Customs 3/24/2011 Customs No. TMK 11-00285

COUNTRY	TRADEMARK	OWNER	CLASSES	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	SUB STATUS
United States of America	JANIE AND JACK	Janie and Jack LLC	25	77/948,801	3/2/2010	3856716	10/5/2010		Next Customs renewal due 1/5/2021 Basis for Madrid No. 1119418
United States of America	JANIE AND JACK	Janie and Jack LLC	26	87/791,367	2/9/2018	5897916	10/29/2019	Registered	Allowed Statement of Use / 1st Extension due 2/28/2019 Basis for Madrid Reg. No. 1427001
United States of America	JANIE AND JACK	Janie and Jack LLC	28	77/948,811	3/2/2010	3876117	11/16/2010		Registered Renewal due 11/16/2020 Basis for Madrid App 1119418
United States of America	JANIE AND JACK SAN FRANCISCO	Janie and Jack LLC	25	88/085,370	8/20/2018	5927865	12/3/2019	Registered	Pending Foreign filing deadline 2/20/2019

**TRADEMARK**  
**REEL: 007252 FRAME: 0688**

COUNTRY	TRADEMARK	OWNER	CLASSES	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	SUB STATUS
									Awaiting examination