

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBR, LLC		05/26/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC, as Administrative Agent		
Street Address:	555 California Street, 50th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5892304	JOIE	
Registration Number:	5608751	CURRENT/ELLIOTT	
Registration Number:	6153727	JOIE	
Registration Number:	5270646	CURRENT/ELLIOTT	
Registration Number:	5176605	CURRENT/ELLIOTT	
Registration Number:	3911475	CURRENT/ELLIOTT	
Registration Number:	5309666	EQUIPMENT	
Registration Number:	1672663	EQUIPMENT BY CHRISTIAN RESTOIN	
Registration Number:	4401650	FOLLE DE JOIE	
Registration Number:	5000890	J	
Registration Number:	5256479	JOIE	
Registration Number:	4280863	JOIE	
Registration Number:	4653100	JOIE	
Registration Number:	3339292	JOIE	
Registration Number:	2885584	JOIE JEANS	
Registration Number:	4234675	LES FOLLES DE JOIE	
Registration Number:	3640831	PETIT JOIE	
Registration Number:	3915047	SOFT.JOIE	
Registration Number:	5208566	SUNDAY GIRL	
TRADEMARK			

CH \$540.00 5892304

Property Type	Number	Word Mark
Registration Number:	4004275	THE BOYFRIEND
Registration Number:	4481243	WEAR FOR LOVE/LOVE FOR WEAR

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	43082.043
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/26/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of May 26, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by and between the signatories party hereto (each, a “Grantor” and collectively, the “Grantor”) and KKR LOAN ADMINISTRATION SERVICES LLC, as administrative agent and collateral agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among THE COLLECTED GROUP COMPANY, LLC (the “Borrower”), THE COLLECTED GROUP, LLC (“Holdings”), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under IP Collateral consisting of any Trademarks now owned or at any time hereafter acquired by each Grantor, including those registered or applied for Trademarks listed on Schedule I and any exclusive Trademark Licenses under which such Grantor is a licensee, including those exclusive Trademark Licenses listed on Schedule II; provided that no security interest is granted on any intent-to-use trademark applications filed in the USPTO to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to use trademark applications under applicable Requirements of Law (collectively, the “Trademark Collateral”). Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

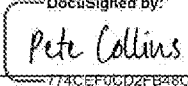
Section 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

RBR, LLC, as a Grantor


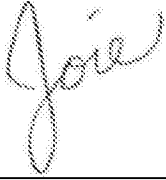

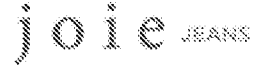

By:  _____
Name: Pete Collins
Title: Chief Financial Officer

KKR LOAN ADMINISTRATION SERVICES LLC,
as Administrative Agent

By: John Knox
Name: John Knox
Title: CFO

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Country
RBR, LLC	JOIE	87979501 16-MAY-2017	5892304 22-OCT-2019	United States
RBR, LLC	CURRENT/ELLIOTT	87978538 17-FEB-2017	5608751 13-NOV-2018	United States
RBR, LLC	JOIE	87894387 27-APR-2018	6153727 15-SEP-2020	United States
RBR, LLC	EQUIPMENT	79082309 30-NOV-2009	4184707 07-AUG-2012	United States (International Register)
RBR, LLC	CURRENT/ELLIOTT	87313186 25-JAN-2017	5270646 22-AUG-2017	United States
RBR, LLC	CURRENT/ELLIOTT	85934062 16-MAY-2013	5176605 04-APR-2017	United States
RBR, LLC	CURRENT/ELLIOTT	77451496 18-APR-2008	3911475 25-JAN-2011	United States
RBR, LLC	EQUIPMENT	87313193 25-JAN-2017	5309666 17-OCT-2017	United States
RBR, LLC	EQUIPMENT BY CHRISTIAN RESTOIN	74134652 30-JAN-1991	1672663 21-JAN-1992	United States
RBR, LLC	FOLLE DE JOIE	85745062 03-OCT-2012	4401650 10-SEP-2013	United States
RBR, LLC	J (Stylized) 	86007423 11-JUL-2013	5000890 19-JUL-2016	United States
RBR, LLC	JOIE	85772312 06-NOV-2012	5256479 01-AUG-2017	United States
RBR, LLC	JOIE (Stylized)	85977857 17-DEC-2010	4280863 22-JAN-2013	United States

Owner	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Country
				
RBR, LLC	JOIE (Stylized) 	85200671 17-DEC-2010	4653100 09-DEC-2014	United States
RBR, LLC	JOIE (Stylized) 	78629279 13-MAY-2005	3339292 20-NOV-2007	United States
RBR, LLC	JOIE JEANS (Stylized) 	76299060 13-AUG-2001	2885584 21-SEP-2004	United States
RBR, LLC	LES FOLLES DE JOIE	85260871 08-MAR-2011	4234675 30-OCT-2012	United States
RBR, LLC	PETIT JOIE	77434953 28-MAR-2008	3640831 16-JUN-2009	United States
RBR, LLC	SOFT.JOIE (Stylized) 	77854920 22-OCT-2009	3915047 01-FEB-2011	United States
RBR, LLC	SUNDAY GIRL	87191364 03-OCT-2016	5208566 23-MAY-2017	United States
RBR, LLC	THE BOYFRIEND	77824894	4004275	United States

Owner	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Country
		11-SEP-2009	02-AUG-2011	
RBR, LLC	WEAR FOR LOVE/LOVE FOR WEAR	86029626 06-AUG-2013	4481243 11-FEB-2014	United States

Exclusive Trademark Licenses

None.