

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
112619 DELAWARE ACQUIRECO INC.		05/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, as collateral agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2404284	EDWARD BEINER	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053644-0276		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	05/26/2021		
Total Attachments: 5			
source=Project Era - US Trademark Security Agreement (Executed)#page1.tif			
source=Project Era - US Trademark Security Agreement (Executed)#page2.tif			
source=Project Era - US Trademark Security Agreement (Executed)#page3.tif			
source=Project Era - US Trademark Security Agreement (Executed)#page4.tif			

OP \$40.00 2404284

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2021 (this "Agreement"), among 112619 DELAWARE ACQUIRECO INC. (the "Grantor") and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of May 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NEW LOOK HOLDINGS LIMITED PARTNERSHIP, a limited partnership existing under the laws of the Province of Ontario ("Holdings"), NEW LOOK (DELAWARE) CORPORATION, a Delaware corporation (the "U.S. Borrower"), NL1 ACQUIRECO INC., a corporation existing under the laws of the Province of British Columbia (the "Canadian Borrower" or "Borrower Representative"; provided that, upon the effectiveness of the Initial Amalgamation, each of "Canadian Borrower" and "Borrower Representative" shall refer to New Look Vision Group Inc.; the Canadian Borrower, collectively with the U.S. Borrower, each a "Borrower" and collectively, the "Borrowers"), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and GOLUB CAPITAL MARKETS LLC, as the administrative agent, and (b) that certain U.S. Collateral Agreement, dated as of May 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the U.S. Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

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

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Applicable Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Applicable Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the U.S. Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to

Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 2. Termination. Subject to Section 5.13 of the Collateral Agreement, at such time when (i) all the Loan Document Obligations (including all LC Disbursements, if any, but excluding (x) contingent amounts not yet due and (y) Cash Management Obligations) have been paid in full in cash, (ii) all Commitments have terminated or expired and (iii) the LC Exposure has been reduced to zero (including as a result of obtaining the consent of the applicable Issuing Bank as described in Section 9.05 of the Credit Agreement) and the Issuing Banks have no further obligation to issue or amend Letters of Credit under the Credit Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

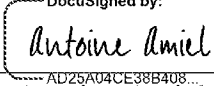
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature” and words of like import in this Agreement or any other document to be signed in connection with this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act. 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.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

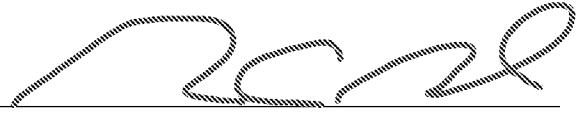
[Remainder of Page Intentionally Left Blank]

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

**112619 DELAWARE ACQUIRECO INC., as
Grantor**

By:  _____
Name: Antoine Amiel
Title: President and Assistant Secretary

**GOLUB CAPITAL MARKETS LLC, as
Collateral Agent**

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

Schedule I

MARK NAME	COUNTRY	REGISTRATION NO.	REGISTRATION DATE	OWNER
EDWARD BEINER	US	2404284	11/13/2000	112619 Delaware Acquireco Inc.

TRADEMARK

REEL: 007307 FRAME: 0615

RECORDED: 05/26/2021