

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Torrid Merchandising, Inc.		06/14/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	2380 Performance Drive		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	4760293	TORRID	
Registration Number:	4773750	TORRID INSIDER	
Registration Number:	4773751	TORRID INSIDER	
Registration Number:	4403424	HAUTE CASH	
Registration Number:	4376496	TORRID	
Registration Number:	4376485	WE SWEAR BY THE FIT	
Registration Number:	4881877	LEAN JEAN	
Registration Number:	4254124	TORRID	
Registration Number:	4306276	WE SWEAR BY THE FIT	
Registration Number:	4180514	RETRO CHIC BY TORRID	
Registration Number:	3086247		
Registration Number:	3071854		
Registration Number:	2855912	TORRID	
Registration Number:	2771872	TORRID	
Registration Number:	2855909	TORRID	
Registration Number:	2589762	TORRID	
Registration Number:	2589763	TORRID	
Registration Number:	5425315	TORRID CURVE	
Registration Number:	5425314	TORRID CURVE	

OP \$890.00 4760293

Property Type	Number	Word Mark
Registration Number:	5419464	TORRID CURVE COLLECTION
Registration Number:	5397716	#THESECURVES
Registration Number:	5298260	#THESECURVES
Registration Number:	5402837	TORRID CURVE COLLECTION
Registration Number:	5686477	LOVESICK
Registration Number:	4945928	TORRID
Registration Number:	4902145	LOVESICK
Registration Number:	4381056	LOVESICK
Registration Number:	4169027	LOVESICK
Registration Number:	6316024	SLIM FIX TECHNOLOGY
Registration Number:	5749105	RETROCHIC BY TORRID
Registration Number:	5749104	RETRO CHIC BY TORRID
Registration Number:	6043142	HELP WOMEN CHANGE LIVES
Registration Number:	6200868	FIRST AT FIT
Registration Number:	5570584	360 BACK SMOOTHING
Registration Number:	4262019	RETRO CHIC BY TORRID

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	042525-0274
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	06/14/2021

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”), dated as of June 14, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Bank of America, N.A., as collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement.

WHEREAS, Torrid LLC, a California limited liability company (together with its permitted successors and assigns, the “Borrower”), Torrid Intermediate LLC, a Delaware limited liability company (“Holdings”), Bank of America, N.A., as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”) and Collateral Agent, and each Lender from time to time party thereto have entered into the Credit Agreement, dated as of June 14, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement, dated as of June 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) (i) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto, (ii) all rights to sue or otherwise recover past, present and future infringement, misappropriation, dilution or other violation or impairment thereof, (iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter payable with respect thereto, and (iv) all other rights of any kind accruing thereunder or pertaining thereto (excluding any Excluded Asset, which include any intent-to-use application for the registration of a trademark or service mark unless and until a statement of use or amendment to allege use is filed in the PTO with respect thereto, but only to the extent, if any, 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 issuing from such intent-to-use application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now

or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

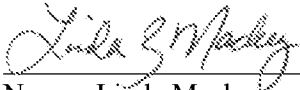
TORRID MERCHANDISING, INC.,
as Grantor

By: 

Name: George Wehlitz

Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Collateral Agent

By:  _____
Name: Linda Mackey
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.
TORRID MERCHANDISING, INC.	TORRID	4760293
TORRID MERCHANDISING, INC.	TORRID INSIDER	4773750
TORRID MERCHANDISING, INC.	TORRID INSIDER	4773751
TORRID MERCHANDISING, INC.	HAUTE CASH	4403424
TORRID MERCHANDISING, INC.	TORRID (Stylized)	4376496
TORRID MERCHANDISING, INC.	WE SWEAR BY THE FIT	4376485
TORRID MERCHANDISING, INC.	LEAN JEAN	4881877
TORRID MERCHANDISING, INC.	TORRID (Stylized)	4254124
TORRID MERCHANDISING, INC.	WE SWEAR BY THE FIT	4306276
TORRID MERCHANDISING, INC.	RETRO CHIC BY TORRID	4180514
TORRID MERCHANDISING, INC.	Design Only	3086247
TORRID MERCHANDISING, INC.	Design Only	3071854
TORRID MERCHANDISING, INC.	TORRID	2855912
TORRID MERCHANDISING, INC.	TORRID	2771872
TORRID MERCHANDISING, INC.	TORRID	2855909
TORRID MERCHANDISING, INC.	TORRID	2589762
TORRID MERCHANDISING, INC.	TORRID	2589763
TORRID MERCHANDISING, INC.	TORRID CURVE	5425315
TORRID MERCHANDISING, INC.	TORRID CURVE	5425314
TORRID MERCHANDISING, INC.	TORRID CURVE COLLECTION	5419464
TORRID MERCHANDISING, INC.	#THESECURVES	5397716
TORRID MERCHANDISING, INC.	#THESECURVES	5298260
TORRID MERCHANDISING, INC.	TORRID CURVE COLLECTION	5402837
TORRID MERCHANDISING, INC.	LOVESICK	5686477
TORRID MERCHANDISING, INC.	TORRID	4945928
TORRID MERCHANDISING, INC.	LOVESICK	4902145
TORRID MERCHANDISING, INC.	LOVESICK	4381056
TORRID MERCHANDISING, INC.	LOVESICK	4169027
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TORRID MERCHANDISING, INC.	RETROCHIC BY TORRID	5749105
TORRID MERCHANDISING, INC.	RETRO CHIC BY TORRID	5749104

Registered Owner/ Grantor	Trademark	Registration No. or Application No.
TORRID MERCHANDISING, INC.	HELP WOMEN CHANGE LIVES	6043142
TORRID MERCHANDISING, INC.	FIRST AT FIT	6200868
TORRID MERCHANDISING, INC.	360 BACK SMOOTHING	5570584
TORRID MERCHANDISING, INC.	RETRO CHIC BY TORRID	4262019