

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maurices Incorporated		08/27/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wingspire Capital LLC		
Street Address:	Deerfield Corporate Center, 13010 Morris Rd.		
Internal Address:	Building One, Suite 175		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6229584	M JEANS BY MAURICES	
Registration Number:	6002697	EVERFLEX	
Registration Number:	6170804	FEEL GOOD FASHION FOR REAL LIFE	
Registration Number:	5649391	SUNGARI	
Registration Number:	5814715	FLAWLESS BY MAURICES	
Registration Number:	5776490	THE M CROWD	
Registration Number:	4671741	I AM REAL	
Registration Number:	4770205	MAURICES INMOTION	
Registration Number:	4774041	M	
Registration Number:	4770109		
Registration Number:	4724559	INSIDE VOICE	
Registration Number:	4499798	M	
Registration Number:	4324854	DENIM FLEX	
Registration Number:	4161840	WINSPIRE	
Registration Number:	3386467	MAURICES	
Registration Number:	2466324	STUDIO Y	
Registration Number:	1975375	JUXTAPOZ	
Registration Number:	1095513	MAURICES	

CH \$465.00 6229584

CORRESPONDENCE DATA**Fax Number:** 7044441111*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:** 7044441124**Email:** elaine.hunt@alston.com**Correspondent Name:** Michele M. Glessner**Address Line 1:** Alston & Bird LLP**Address Line 2:** 101 South Tryon Street, Suite 4000**Address Line 4:** Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	08/31/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2021 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this "Agreement"), among MAURICES INCORPORATED, a Delaware corporation (the "Grantor"), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of August 27, 2021, by and among VIKING BRAND HOLDINGS, L.P., a Cayman Islands exempted limited partnership ("Holdings"), the Grantor, the other Subsidiaries of the Grantor from time to time party thereto as "Borrowers" (the Grantor, together with such subsidiaries each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Subsidiaries of the Grantor from time to time party thereto as Guarantors (Holdings, together with such subsidiaries, each, a "Guarantor" and collectively, the "Guarantors"), the financial institutions from time to time party thereto as lenders (each, a "Lender" and, collectively, the "Lenders"), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of August 27, 2021, by and among the "Grantors" party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and the Grantor has secured its obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),
- (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
- (c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

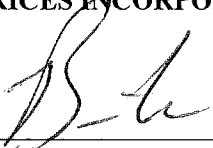
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

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

[Continued on the following page.]

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


MAURICES INCORPORATED

By: 
Name: Brian Thun
Title: Senior Vice President, Chief Administrative &
Financial Officer, and Treasurer

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007408 FRAME: 0914

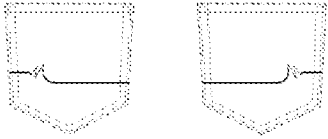
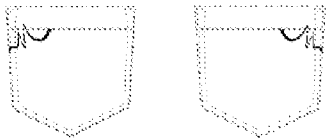
WINGSPIRE CAPITAL LLC, as Administrative Agent




By: 
Name: John Ross
Title: President & CEO

TRADEMARK SECURITY AGREEMENT

SCHEDULE I

TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
WINGBOW	United States	RN: n/a SN: 90/405,860	Dec. 23, 2020	n/a
EDGELY	United States	RN: n/a SN: 90/405,857	Dec. 23, 2020	n/a
EVSIE <i>Stylized</i> <i>eusie</i>	United States	RN: n/a SN: 90/840,242	Jul. 21, 2021	n/a
EVSIE	United States	RN: n/a SN: 90/840,207	Jul. 21, 2021	n/a
BUFFALO BAR	United States	RN: n/a SN: 90/801,433	Jun. 29, 2021	n/a
M M and Design 	United States	RN: n/a SN: 88/807,864	Feb. 24, 2020	n/a
M M and Design 	United States	RN: n/a SN: 88/807,849	Feb. 24, 2020	n/a
M JEANS BY MAURICES	United States	RN: 6,229,584 SN: 88/686,944	Nov. 11, 2019	Dec. 22, 2020
EVERFLEX	United States	RN: 6,002,697 SN: 88/631,780	Sep. 26, 2019	Mar. 3, 2020
FEEL GOOD FASHION FOR REAL LIFE	United States	RN: 6,170,804 SN: 88/571,946	Aug. 8, 2019	Oct. 6, 2020
SUNGARI	United States	RN: 5,649,391 SN: 88/075,358	Aug. 13, 2018	Jan. 8, 2019
FLAWLESS BY MAURICES	United States	RN: 5,814,715 SN: 87/933,569	May 23, 2018	Jul. 23, 2019
THE M CROWD	United States	RN: 5,776,490 SN: 87/697,479	Nov. 27, 2017	Jun. 11, 2019
I AM REAL	United States	RN: 4,671,741 SN: 86/312,039	Jun. 17, 2014	Jan. 13, 2015

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date
MAURICES INMOTION	United States	RN: 4,770,205 SN: 86/309,715	Jun. 13, 2014	Jul. 7, 2015
M and Design 	United States	RN: 4,774,041 SN: 86/278,219	May 12, 2014	Jul. 14, 2015
Design only 	United States	RN: 4,770,109 SN: 86/278,209	May 12, 2014	Jul. 7, 2015
INSIDE VOICE	United States	RN: 4,724,559 SN: 86/035,218	Aug. 12, 2013	Apr. 21, 2015
M and Design 	United States	RN: 4,499,798 SN: 86/033,559	Aug. 9, 2013	Mar. 18, 2014
DENIM FLEX	United States	RN: 4,324,854 SN: 85/205,636	Dec. 25, 2010	Apr. 23, 2013
WINSPIRE	United States	RN: 4,161,840 SN: 85/161,573	Oct. 26, 2010	Jun. 19, 2012
MAURICES	United States	RN: 3,386,467 SN: 78/740,083	Oct. 25, 2005	Feb. 19, 2008
STUDIO Y <i>typed drawing</i>	United States	RN: 2,466,324 SN: 75/664,895	Mar. 19, 1999	Jul. 3, 2001
JUXTAPOZ <i>typed drawing</i>	United States	RN: 1,975,375 SN: 74/553,549	Jul. 25, 1994	May 21, 1996
MAURICES <i>typed drawing</i>	United States	RN: 1,095,513 SN: 73/088,633	May 27, 1976	Jul. 4, 1978