

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRINCESS POLLY IP PTY LTD		09/24/2021	Proprietary Limited Company: AUSTRALIA
TF INTELLECTUAL PROPERTY PTY LTD		09/24/2021	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, as the Collateral Agent		
Street Address:	4900 Tiedeman Road		
Internal Address:	M/C: OH-01-51-LPLQ		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90329872	PRINCESS POLLY EARTH CLUB	
Serial Number:	90568151	SNEAKER BASEL	
Serial Number:	90370048	C CULTURE KINGS	
Serial Number:	90369983	CARRÉ	
Serial Number:	90369944	CULTURE KINGS	
Serial Number:	90366626	R	
Serial Number:	90366585	R RUNAWAY MOTEL. BY PARRIS GOEBEL	
Serial Number:	90364029	RUNAWAY MOTEL	
Serial Number:	90351435	C	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		

OP \$240.00 90329872

Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 020445.000145

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 09/24/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 24, 2021 (this “Trademark Security Agreement”), made by Princess Polly IP Pty Ltd (ACN 169 200 186), an Australian proprietary limited company (“Princess Polly”), and TF Intellectual Property Pty Ltd (ACN 140 258 742), an Australian proprietary limited company (together with Princess Polly, collectively, the “Grantor”), in favor of KEYBANK NATIONAL ASSOCIATION (“KeyBank”), as the Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Syndicated Facility Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among A.K.A. BRANDS MIDCO HOLDING CORP., a Delaware corporation, as a borrower, the other borrowers party thereto from time to time, A.K.A. BRANDS INTERMEDIATE HOLDING CORP., a Delaware corporation, KeyBank, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a General Security Deed, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is executing and delivering this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. For the purpose of securing payment of the Secured Money, the Grantor grants to the Collateral Agent a security interest (the “Security Interest”) in the Collateral consisting of Grantor’s trademarks, trademark registrations, and trademark applications, (collectively, the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this

Trademark Security Agreement by telecopy or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.


SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks, the Director General of the World Intellectual Property Organization, and any other applicable government or organization officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[signature page follows]

Executed by **PRINCESS POLLY IP PTY LTD ACN 169 200 186**, in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

By: 
Name: Wesley Bryett
Title: Director

By: _____
Name: Jill Ramsey
Title: Director

Executed by **TF INTELLECTUAL PROPERTY PTY LTD ACN 140 258 742** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

By: _____
Name: Simon Beard
Title: Director

By: _____
Name: Jill Ramsey
Title: Director

[Signature Page to Trademark Security Agreement]

Executed by **PRINCESS POLLY IP PTY LTD ACN 169 200 186**, in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

By: _____
Name: Wesley Bryett
Title: Director

By: Jill Ramsey
Name: Jill Ramsey
Title: Director

Executed by **TF INTELLECTUAL PROPERTY PTY LTD ACN 140 258 742** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

By: _____
Name: Simon Beard
Title: Director

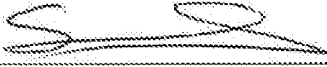
By: Jill Ramsey
Name: Jill Ramsey
Title: Director

Executed by **PRINCESS POLLY IP PTY LTD ACN 169 200 186**, in accordance with section 127 of the *Corporations Act 2001 (Cth)* by:

By: _____
Name: Wesley Bryett
Title: Director

By: _____
Name: Jill Ramsey
Title: Director

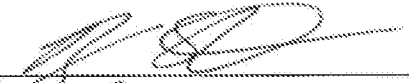
Executed by **TF INTELLECTUAL PROPERTY PTY LTD ACN 140 258 742** in accordance with section 127 of the *Corporations Act 2001 (Cth)* by:

By:  _____
Name: Simon Beard
Title: Director

By: _____
Name: Jill Ramsey
Title: Director

Accepted and Agreed:

KEYBANK NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Ryan Stippen
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Trademark Applications

Princess Polly IP Pty Ltd

Mark	Appl. No.	Filing Date
PRINCESS POLLY EARTH CLUB	90329872	11/19/2020

TF Intellectual Property Pty Ltd

Mark	Appl. No.	Filing Date
SNEAKER BASEL	90568151	03/09/2021
C CULTURE KINGS and Design	90370048	12/09/2020
CARRÉ and Design	90369983	12/09/2020
CULTURE KINGS	90369944	12/09/2020
R and Design	90366626	12/08/2020
R RUNAWAY MOTEL. BY PARRIS GOEBEL (Stylized)	90366585	12/08/2020
RUNAWAY MOTEL	90364029	12/07/2020
C and Design	90351435	12/01/2020