

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699220

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WRANGLER APPAREL CORP.		12/29/2021	Corporation: DELAWARE
THE H.D. LEE COMPANY, INC.		12/29/2021	Corporation: DELAWARE
R&R APPAREL COMPANY, LLC		12/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 S DEARBORN ST.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 75			
Property Type	Number	Word Mark	
Registration Number:	6020662	BLUE BELL	
Registration Number:	5916014	WRANGLER	
Registration Number:	5735209	WRANGLER BUTTS DRIVE ME NUTS	
Registration Number:	5938545		
Registration Number:	6048229	ATG	
Registration Number:	5887233		
Registration Number:	5915962	WRANGLER ROOTED COLLECTION	
Registration Number:	5916206	INDIGOOD	
Registration Number:	5916207	INDIGOOD	
Registration Number:	5781997	W	
Registration Number:	6397636	ATG BY WRANGLER	
Registration Number:	6191358	11WWZ	
Registration Number:	6191359	11MWZ	
Registration Number:	6496078	W	
Registration Number:	5775846	LEE	

CH \$1890.00 6020662

Property Type	Number	Word Mark
Registration Number:	5991482	BODY OPTIX
Serial Number:	88656332	LEE STAND TALL
Serial Number:	88476648	MADE LIKE ME
Serial Number:	88631807	HIPSTER
Serial Number:	88656323	STAND TALL FOR ALL
Serial Number:	88723102	LEE STAND TALL FOR ALL
Serial Number:	88723000	STAND TALL FOR ALL
Serial Number:	88550732	LEE
Serial Number:	88922994	PERFECTLY LIFTS YOU
Serial Number:	90010834	LEE
Serial Number:	90482711	LEE NATIONAL DENIM DAY
Serial Number:	90482748	BOSS OF THE ROAD
Serial Number:	90765885	LEE 101
Serial Number:	90835438	GOLD LABEL
Serial Number:	90835444	THE BRAND THAT FITS
Serial Number:	90877234	LEE
Serial Number:	88426844	W
Serial Number:	88462376	GITANO
Serial Number:	88663740	WRANGLER ROCKS
Serial Number:	88684875	20X
Serial Number:	88690563	
Serial Number:	88754983	W
Serial Number:	88800522	WRANGLER
Serial Number:	88800525	LONG LIVE COWBOYS
Serial Number:	88800527	LONG LIVE COWGIRLS
Serial Number:	88813381	ALL TERRAIN GEAR BY WRANGLER
Serial Number:	88829836	WRANGLER JEANS CO. ESTABLISHED 1947
Serial Number:	88835769	SEDFIELD
Serial Number:	88838567	WRANGLER HERO
Serial Number:	90010830	WRANGLER
Serial Number:	90173937	BRITTANIA
Serial Number:	90173943	BRITTEGEAR
Serial Number:	90187895	LEGENDARY GOLD
Serial Number:	90482812	CHIC
Serial Number:	90583835	WRANGLER ANGLER
Serial Number:	90496958	ALL TERRAIN GEAR - X - BY WRANGLER
Serial Number:	90496962	ATG ALL TERRAIN GEAR - X - WRANGLER
Serial Number:	90583826	LONG LIVE COWBOYS

Property Type	Number	Word Mark
Serial Number:	90620979	ATG
Serial Number:	97021124	WRANGLER FOR THE RIDE OF LIFE
Serial Number:	90685337	WE CARE WRANGLER
Serial Number:	90731356	LONG LIVE COWBOYS
Serial Number:	90784885	W
Serial Number:	90835455	WRANGLER
Serial Number:	90842609	WRANGLER
Serial Number:	90871993	WRANGLER
Serial Number:	97038784	WRANGLER BUCKING CANCER
Serial Number:	97005895	R
Serial Number:	97005889	WORDS AND LETTER WRANGLER R RIGGS WORKWE
Serial Number:	97081069	WRANGLER REBORN
Serial Number:	97090271	WRANGLER WORKWEAR
Serial Number:	97090279	WRANGLER WORKWEAR
Serial Number:	97117538	WRANGLER
Serial Number:	90164668	DENIM RX THE SLIMMING DENIM CURE
Serial Number:	90156220	R & R
Serial Number:	90173952	R & R
Serial Number:	90173949	R & R
Serial Number:	90196583	ROCK & REPUBLIC
Serial Number:	90022805	R R
Serial Number:	90671541	R

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2200
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	01/03/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 29, 2021 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Grantor” (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Amended and Restated Credit Agreement, dated as of November 18, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Kontoor Brands, Inc., a North Carolina corporation (the “**Company**”), Kontoor International SAGL, a Società a Garanzia Limitata organized under the laws of Switzerland and a Subsidiary of the Company, any other Subsidiary Borrowers from time to time parties thereto, the several banks and other financial institutions or entities from time to time parties thereto (the “**Lenders**”) and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Company, the Grantors and certain other subsidiaries of the Company have executed and delivered that certain Collateral Agreement, dated as of May 17, 2019 (as reaffirmed pursuant to that certain Master Reaffirmation Agreement dated as of November 18, 2021 and as amended from time to time, the “**Collateral Agreement**”) in favor of the Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement the Grantors granted to the Collateral Agent for the benefit of the Secured Parties, as security for such Grantor’s Credit Facility Secured Obligations, a security interest in all right, title and interest of such Grantor in all Collateral (other than Excluded Assets), including the Trademark Collateral (as defined below); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, each Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, as security for such Grantor’s Credit Facility Secured Obligations, a security interest in all right, title and interest of such Grantor in the following Collateral (other than Excluded Assets) (collectively, the “**Trademark Collateral**”):

(a) all Trademarks included in the Collateral, including the Trademarks listed on Schedule 1 attached hereto; provided that no security interest shall be granted in any U.S. intent-to-use trademark applications filed in the United States Patent and Trademark Office, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application; and

(b) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any such Trademark.

SECTION 3. Collateral 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 Collateral Agreement, and the Grantors 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 Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

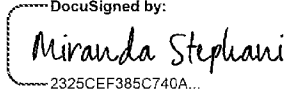
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

WRANGLER APPAREL CORP.
THE H.D. LEE COMPANY, INC.
R&R APPAREL COMPANY, LLC

By: 
Name: Miranda Stephani
Title: Vice President and Assistant Secretary

Accepted and Agreed:

JPMorgan Chase Bank, N.A.,
as Collateral Agent

By:  _____
Name: John Kushnerick
Title: Executive Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark Name	Application Date	Application #	Registration Date	Registration Number	Owner
BLUE BELL & design (bell in circle)	12-Dec-2016	87265501	24-Mar-2020	6020662	Wrangler Apparel Corp.
WRANGLER	01-Aug-2018	88060750	19-Nov-2019	5916014	Wrangler Apparel Corp.
WRANGLER BUTTS DRIVE ME NUTS	18-Apr-2018	87882328	23-Apr-2019	5735209	Wrangler Apparel Corp.
Mountain & half circle design	31-Aug-2017	87591934	17-Dec-2019	5938545	Wrangler Apparel Corp.
ATG & design	12-Apr-2018	87874639	05-May-2020	6048229	Wrangler Apparel Corp.
design RIGGS (three lines on pocket)	24-Apr-2018	87890066	15-Oct-2019	5887233	Wrangler Apparel Corp.
WRANGLER ROOTED COLLECTION	18-Jul-2018	88042753	19-Nov-2019	5915962	Wrangler Apparel Corp.
INDIGOOD	05-Sep-2018	88104589	19-Nov-2019	5916206	Wrangler Apparel Corp.
INDIGOOD	05-Sep-2018	88104590	19-Nov-2019	5916207	Wrangler Apparel Corp.
W (stylized-rope in circle)	03-Feb-2016	86984427	18-Jun-2019	5781997	Wrangler Apparel Corp.
ATG BY WRANGLER	27-Feb-2020	88813349	22-Jun-2021	6397636	Wrangler Apparel Corp.
11WWZ	06-Nov-2019	88682515	03-Nov-2020	6191358	Wrangler Apparel Corp.
11MWZ	06-Nov-2019	88682524	03-Nov-2020	6191359	Wrangler Apparel Corp.
W (stylized-kabel)	19-Feb-2020	88802900	28-Sep-2021	6496078	Wrangler Apparel Corp.
LEE	10-Dec-2015	86844931	11-Jun-2019	5775846	The H.D. Lee Company, Inc.
BODY OPTIX	09-Sep-2016	87166254	18-Feb-2020	5991482	The H.D. Lee Company, Inc.

United States Trademark Applications:

Trademark Name	Application Date	Application #	Owner
LEE STAND TALL	16-Oct-19	88656332	The H.D. Lee Company
MADE LIKE ME	17-Jun-19	88476648	The H.D. Lee Company
HIPSTER	26-Sep-19	88631807	The H.D. Lee Company
STAND TALL FOR ALL	16-Oct-19	88656323	The H.D. Lee Company
LEE STAND TALL FOR ALL	11-Dec-19	88723102	The H.D. Lee Company
STAND TALL FOR ALL	11-Dec-19	88723000	The H.D. Lee Company
LEE	30-Jul-19	88550732	The H.D. Lee Company
PERFECTLY LIFTS YOU	19-May-20	88922994	The H.D. Lee Company
LEE	19-Jun-20	90010834	The H.D. Lee Company
LEE NATIONAL DENIM DAY	22-Jan-21	90482711	The H.D. Lee Company
BOSS OF THE ROAD	22-Jan-21	90482748	The H.D. Lee Company
LEE 101	10-Jun-21	90765885	The H.D. Lee Company
GOLD LABEL	19-Jul-21	90835438	The H.D. Lee Company
THE BRAND THAT FITS	19-Jul-21	90835444	The H.D. Lee Company
LEE	11-Aug-21	90877234	The H.D. Lee Company
W (kabel in a circle)	13-May-19	88426844	Wrangler Apparel Corp.
GITANO	6-Jun-19	88462376	Wrangler Apparel Corp.
WRANGLER ROCKS	22-Oct-19	88663740	Wrangler Apparel Corp.
20X	8-Nov-19	88684875	Wrangler Apparel Corp.
20X Bull design	13-Nov-19	88690563	Wrangler Apparel Corp.
W (stitch-wide)	10-Jan-20	88754983	Wrangler Apparel Corp.
WRANGLER	18-Feb-20	88800522	Wrangler Apparel Corp.
LONG LIVE COWBOYS	18-Feb-20	88800525	Wrangler Apparel Corp.
LONG LIVE COWGIRLS	18-Feb-20	88800527	Wrangler Apparel Corp.
ALL TERRAIN GEAR BY WRANGLER	27-Feb-20	88813381	Wrangler Apparel Corp.
WRANGLER JEANS CO. ESTABLISHED 1947	11-Mar-20	88829836	Wrangler Apparel Corp.
SEDGEFIELD	16-Mar-20	88835769	Wrangler Apparel Corp.
WRANGLER HERO	18-Mar-20	88838567	Wrangler Apparel Corp.
WRANGLER	19-Jun-20	90010830	Wrangler Apparel Corp.
BRITTANIA	11-Sep-20	90173937	Wrangler Apparel Corp.
BRITTGEAR	11-Sep-20	90173943	Wrangler Apparel Corp.
LEGENDARY GOLD	17-Sep-20	90187895	Wrangler Apparel Corp.
CHIC	22-Jan-21	90482812	Wrangler Apparel Corp.
WRANGLER ANGLER	17-Mar-21	90583835	Wrangler Apparel Corp.
ALL TERRAIN GEAR - X - BY WRANGLER	29-Jan-21	90496958	Wrangler Apparel Corp.
ATG & DESIGN ALL TERRAIN GEAR - X - WRANGLER	29-Jan-21	90496962	Wrangler Apparel Corp.
LONG LIVE COWBOYS	17-Mar-21	90583826	Wrangler Apparel Corp.

Trademark Name	Application Date	Application #	Owner
ATG & design	2-Apr-21	90620979	Wrangler Apparel Corp.
WRANGLER FOR THE RIDE OF LIFE	10-Sep-21	97021124	Wrangler Apparel Corp.
WE CARE WRANGLER & DESIGN	30-Apr-21	90685337	Wrangler Apparel Corp.
LONG LIVE COWBOYS	24-May-21	90731356	Wrangler Apparel Corp.
W (stylized-kabel)	21-Jun-21	90784885	Wrangler Apparel Corp.
WRANGLER	19-Jul-21	90835455	Wrangler Apparel Corp.
WRANGLER	22-Jul-21	90842609	Wrangler Apparel Corp.
WRANGLER	9-Aug-21	90871993	Wrangler Apparel Corp.
Wrangler Bucking Cancer	22-Sep-21	97038784	Wrangler Apparel Corp.
R & design (bolt for Riggs)	1-Sep-21	97005895	Wrangler Apparel Corp.
WRANGLER R RIGGS WORKWEAR & design (woven patch)	1-Sep-21	97005889	Wrangler Apparel Corp.
WRANGLER REBORN	19-Oct-21	97081069	Wrangler Apparel Corp.
WRANGLER WORKWEAR	25-Oct-21	97090271	Wrangler Apparel Corp.
WRANGLER WORKWEAR	25-Oct-21	97090279	Wrangler Apparel Corp.
WRANGLER	10-Nov-21	97117538	Wrangler Apparel Corp.
DENIM RX THE SLIMMING DENIM CURE	8-Sep-20	90164668	R&R Apparel Company, LLC
R&R Monogram	3-Sep-20	90156220	R&R Apparel Company, LLC
R&R Monogram	11-Sep-20	90173952	R&R Apparel Company, LLC
R&R Monogram	11-Sep-20	90173949	R&R Apparel Company, LLC
ROCK & REPUBLIC	21-Sep-20	90196583	R&R Apparel Company, LLC
Back to Back RR	26-Jun-20	90022805	R&R Apparel Company, LLC
R Pocket Logo (Lazy)	26-Apr-21	90671541	R&R Apparel Company, LLC