

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM700846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JJWHP, LLC		12/01/2021	Limited Liability Company: DELAWARE
WRWHP, LLC		12/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc., as Collateral Agent		
Street Address:	c/o Tennenbaum Capital Partners, LLC, 2951 28th Street, Suite 1000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	77524004	JD	
Serial Number:	76225411	JD	
Serial Number:	78308471	JOE'S	
Serial Number:	77523997	JOE'S	
Serial Number:	78308448	JOE'S JD	
Serial Number:	77421197	JOE'S JD	
Serial Number:	77524002	JOE'S JD	
Serial Number:	87617052	JOE'S JEANS	
Serial Number:	77388270		
Serial Number:	78977897	WILLIAM RAST	
Serial Number:	85768606	WILLIAM RAST	
Serial Number:	85768602	WILLIAM RAST	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		

CH \$315.00 77524004

Email: raquel.haleem@katten.com
Correspondent Name: RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 01/10/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 1st day of December, 2021, between the Grantors listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), and Obsidian Agency Services, Inc., in its capacity as Collateral Agent for the benefit of the Secured Creditors.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of July 16, 2019 (as amended, restated, amended and restated, amended and extended, supplemented, modified, restructured, replaced or refinanced from time to time, the "Credit Agreement"), by and among WH Intermediate, LLC, a Delaware limited liability company ("Holdings"), WH Buyer, LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto from time to time, Collateral Agent, Cortland Capital Market Services LLC, as Administrative Agent (together with the Lenders and the Collateral Agent, the "Lender Creditors"), the Lender Creditors have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Credit Parties may enter into (or be a party to) one or more secured Hedging Agreements with a Hedging Creditor (the Hedging Creditors and the Lending Creditors are herein called the "Secured Creditors");

WHEREAS, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to Borrower as provided for in the Credit Agreement, each Grantor agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of July 16, 2019 among the Grantors and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement, and to the extent that any capitalized terms are not defined herein or in the Security Agreement, such terms shall have the respective meanings assigned to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in such Grantor's right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(a) subject to Section 2(B)(iv) of the Security Agreement, all of its trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, and all registrations and registration applications for any of the foregoing, including (i) those marks listed on Schedule I; (ii) all renewals of registrations thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements and dilutions and other violations thereof, (iv) the right to sue for past, present and future infringements and dilutions and other violations thereof, (v) the goodwill of each Grantor's rights corresponding thereto throughout the world, and (vi) all of each Grantor's rights corresponding thereto throughout the world; and

(b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by each Grantor against third parties for past, present or future (i) infringement, misappropriation, dilution and/or other violation of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor, or any of them, to the Collateral Agent or any Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving each Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If each Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to the Collateral Agent with respect to any such new Trademarks, applications for registration of any Trademarks, or renewal or extension of any registration of any Trademarks after the date hereof as required by the Security Agreement. Without limiting each Grantor's obligations under this Section, each Grantor hereby authorizes the Collateral Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures

delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

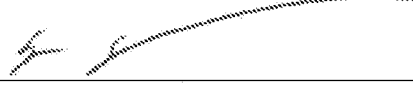
8. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. CONSTRUCTION. Section 1.02 of the Credit Agreement (*Other Definitional and Interpretive Provisions*) is hereby incorporated by this reference, *mutatis mutandis*.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the 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.

JJWHP, LLC,
a Delaware limited liability company
WRWHP, LLC,
a Delaware limited liability company

By: 
Name: Yehuda R. Shmidman
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]







ACCEPTED AND ACKNOWLEDGED BY:


OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By: 
Name: Rajneesh Vig
Title: Managing Director

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<i>Grantor</i>	<i>Country</i>	<i>Mark</i>	<i>Application/ Registration No.</i>	<i>App/Reg Date</i>
JJWHP, LLC	United States	JD (Stylized) 	77524004 / 3861399	7/16/2008 / 10/12/2010
JJWHP, LLC	United States	JD (Stylized) 	76225411 / 2653566	3/16/2001 / 11/26/2002
JJWHP, LLC	United States	JOE'S (Stylized) 	78308471 / 3225514	10/2/2003 / 4/3/2007
JJWHP, LLC	United States	JOE'S (Stylized) 	77523997 / 3861398	7/16/2008 / 10/12/2010
JJWHP, LLC	United States	JOE'S JD (Stylized) 	78308448 / 3156022	10/2/2003 / 10/17/2006
JJWHP, LLC	United States	JOE'S JD (Stylized) 	77421197 / 3551675	3/13/2008 / 12/23/2008
JJWHP, LLC	United States	JOE'S JD (Stylized) 	77524002 / 3857397	7/16/2008 / 10/5/2010
JJWHP, LLC	United States	JOE'S JEANS	87617052 / 5,479,696	9/21/2017 / 5/29/2018

<i>Grantor</i>	<i>Country</i>	<i>Mark</i>	<i>Application/ Registration No.</i>	<i>App/Reg Date</i>
WRWHP, LLC	United States	Checkmark Design 	77388270 / 5146842	2/4/2008 / 2/21/2017
WRWHP, LLC	United States	WILLIAM RAST	78977897 / 3248653	5/31/2005 / 5/29/2007
WRWHP, LLC	United States	WILLIAM RAST	85768606 / 5036746	10/31/2012 / 9/6/2016
WRWHP, LLC	United States	WILLIAM RAST	85768602 / 5036745	10/31/2012 / 9/6/2016