

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710552

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oscar de la Renta, LLC		02/25/2022	Limited Liability Company: DELAWARE
Oscar de la Renta International, LLC		02/25/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A., as Administrative Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4019825	
Registration Number:	3721028	OSCAR DE LA RENTA
Registration Number:	2897577	SOMETHING BLUE
Registration Number:	2119455	OSCAR DE LA RENTA
Registration Number:	1950895	OSCAR DE LA RENTA
Registration Number:	3046554	OSCAR DE LA RENTA
Registration Number:	2928221	OSCAR DE LA RENTA
Registration Number:	1334456	OSCAR DE LA RENTA
Registration Number:	0922367	OSCAR DE LA RENTA
Registration Number:	4991508	OSCAR FLOR
Registration Number:	5001385	EXTRAORDINARY OSCAR DE LA RENTA
Registration Number:	2604983	INTRUSION
Registration Number:	5939503	OSCAR DE LA RENTA BELLA ROSA
Registration Number:	5756771	BELLA BLANCA
Serial Number:	97133729	ENCORE BY OSCAR DE LA RENTA
Serial Number:	90581893	OSCAR DE LA RENTA ALIBI
Serial Number:	90581884	ALIBI

CH \$690.00 4019825

Property Type	Number	Word Mark
Registration Number:	5136768	OSCAR DE LA RENTA
Registration Number:	4879650	
Registration Number:	5633122	
Registration Number:	4392313	LIVE IN LOVE
Registration Number:	2209603	SO DE LA RENTA
Registration Number:	2199080	SO DE LA RENTA
Registration Number:	1886850	OSCAR DE LA RENTA
Registration Number:	1697284	VOLUPTÉ
Registration Number:	1085216	OSCAR DE LA RENTA
Registration Number:	1081451	OSCAR

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 02/25/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2022 (as amended, restated, supplemented or otherwise modified, this “Agreement”), among OSCAR DE LA RENTA, LLC, a Delaware limited liability company (“ODLR LLC”), OSCAR DE LA RENTA INTERNATIONAL, LLC, a Delaware limited liability company (“International LLC”), and together with ODLR LLC, collectively, the “Grantors”) and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of February 25, 2022 among the Grantors, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto 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 February 25, 2022, 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 Secured Obligations and the Grantors have secured their 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 Secured Obligations, each 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 such 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”):

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”),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

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

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. Each 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.

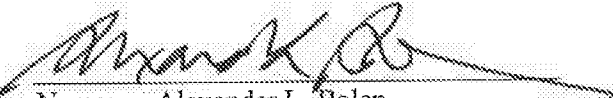
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this 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.

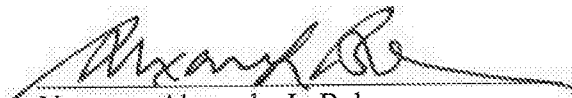
[Signature page follows]

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

OSCAR DE LA RENTA, LLC, as a Grantor

By: 
Name: Alexander L. Bolen
Title: President and Chief Executive Officer

OSCAR DE LA RENTA INTERNATIONAL, LLC, as a Grantor

By: 
Name: Alexander L. Bolen
Title: President and Chief Executive Officer

CITIZENS BANK, N.A., as Administrative Agent

By: Jaclyn T. Kuzma
Name: Jaclyn T. Kuzma
Title: Assistant Vice President

SCHEDULE I

TRADEMARKS

Grantor Owner	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
Oscar de la Renta, LLC	Misc Design (Mosaico)	4019825	8/30/2011	77614908	09/14/2008
Oscar de la Renta, LLC	OSCAR DE LA RENTA (BLOCK)	3721028	12/8/2009	77615002	09/14/2008
Oscar de la Renta, LLC	SOMETHING BLUE	2897577	10/26/2004	76109827	08/16/2000
Oscar de la Renta, LLC	Oscar de la Renta (sig)	2119455	12/9/1997	75178649	10/08/1996
Oscar de la Renta, LLC	OSCAR DE LA RENTA (BLOCK)	1950895	1/23/1996	74615629	12/27/1994
Oscar de la Renta, LLC	OSCAR DE LA RENTA (BLOCK)	3046554	1/17/2006	76368946	02/07/2002
Oscar de la Renta, LLC	OSCAR DE LA RENTA (BLOCK)	2928221	2/22/2005	76977223	08/13/2001
Oscar de la Renta, LLC	OSCAR DE LA RENTA (BLOCK)	1334456	5/7/1985	73492796	08/01/1984
Oscar de la Renta, LLC	OSCAR DE LA RENTA (SIG)	922,367	10/19/1971	72377395	11/30/1970
Oscar de la Renta, LLC	OSCAR FLOR	4991508	07/05/2016	86668391	06/19/2015
Oscar de la Renta, LLC	EXTRAORDINARY OSCAR DE LA RENTA (SIG)	5001385	07/19/2016	86668379	06/19/2015
Oscar de la Renta, LLC	ROSAMOR	3015773	11/15/2005	79002892	05/17/2004
Oscar de la Renta, LLC	INTRUSION	2604983	08/06/2002	78079068	08/14/2001
Oscar de la Renta, LLC	OSCAR DE LA RENTA BELLA ROSA	5939503	12/17/2019	88150147	10/10/2018
Oscar de la Renta, LLC	BELLA BLANCA	5756771	10/4/2018	88143609	10/04/2018
Oscar de la Renta, LLC	ENCORE BY OSCAR DE LA RENTA	NA	NA	97133729	11/19/2021
Oscar de la Renta, LLC	OSCAR DE LA RENTA ALIBI	NA	NA	90581893	03/16/2021
Oscar de la Renta, LLC	ALIBI	NA	NA	90581884	03/16/2021
Oscar de la Renta, LLC	OSCAR DE LA RENTA	5136768	02/07/2017	87071714	06/15/2016
Oscar de la Renta, LLC	Misc Design (Mosaico)	4879650	01/05/2016	86441048	10/31/2014

Grantor Owner	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
Oscar de la Renta, LLC	Misc Design (Mosaico)	5633122	12/18/2018	86441047	10/31/2014
Oscar de la Renta, LLC	LIVE IN LOVE	4392313	08/27/2013	85847801	02/12/2013
Oscar de la Renta, LLC	SO DE LA RENTA	2209603	12/08/1998	75229585	01/22/1997
Oscar de la Renta, LLC	SO DE LA RENTA (Stylized)	2199080	10/20/1998	75278963	04/22/1997
Oscar de la Renta, LLC	OSCAR DE LA RENTA	1886850	04/04/1995	74415129	07/20/1993
Oscar de la Renta, LLC	VOLUPTÉ	1697284	06/30/1992	74022468	01/25/1990
Oscar de la Renta, LLC	OSCAR DE LA RENTA	1085216	02/14/1978	73095500	08/03/1976
Oscar de la Renta, LLC	OSCAR	1081451	01/10/1978	73095499	08/03/1976

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RECORDED: 02/25/2022

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