

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Everlane, Inc.		08/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Northbridge Credit LLC, as Administrative Agent		
Street Address:	11 W. 42nd Street		
Internal Address:	13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	6797542	THE DREAM PANT	
Registration Number:	6630510	RELEATHER	
Registration Number:	6598980		
Registration Number:	6552749	THE THERMOSTAT BASE LAYER	
Registration Number:	6552748	THE PARKLET SHIRTDRESS	
Registration Number:	6488024	THE PERFORM UNITARD	
Registration Number:	6488023	THE PERFORM TANK	
Registration Number:	6488022	THE PERFORM BRA	
Registration Number:	6450602	WAY-HIGH	
Registration Number:	6343922	CURVY CHEEKY	
Registration Number:	6343921	'90S CHEEKY	
Registration Number:	6343920	ORIGINAL CHEEKY	
Registration Number:	6291249	THE FOREVER SNEAKER	
Registration Number:	6397224	REKNIT	
Registration Number:	6229053	RECOTTON	
Registration Number:	6229052	RECASHMERE	
Registration Number:	6167851	THE PERFORM LEGGING	
Serial Number:	88258501	#DAMNGOODDENIM	

OP \$590.00 6797542

Property Type	Number	Word Mark
Registration Number:	6037283	BLACK FRIDAY FUND
Registration Number:	6216938	100% HUMAN
Registration Number:	5317857	GOWEAVE
Registration Number:	4313012	EVERLANE
Serial Number:	88488340	REWOOL

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7821.036
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	08/30/2022

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of August 26, 2022, by and among Everlane, Inc., a Delaware corporation (the "Grantor"), with its principal office at 2170 Folsom Street, San Francisco, CA 94110, and CIT Northbridge Credit LLC, a Delaware limited liability company, with its principal office at 11 West 42nd Street, 13th Floor, New York, NY 10036, in its capacity as administrative agent and collateral agent (in such capacities, the "Agent") for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Guarantors party thereto from time to time, the Agent, and the Lenders from time to time party thereto, the Lenders have agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Grantor pledged and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Credit Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns, and grants to the Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark, and the right to receive license fees, royalties, and other compensation under any Intellectual Property License with respect to Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the 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 Agent, on behalf of the Secured Parties, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 Credit Agreement, the Credit Agreement shall control.

5. UNDERTAKING TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto and the Grantor will execute any amendment or supplement to this Trademark Security Agreement and Schedule I hereto so as to include any such new trademark rights of the Grantor, in accordance with Section 8.8 of the Credit Agreement.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement that is an electronic signature transmitted by facsimile, emailed, pdf, or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Trademark Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in any electronic form (including deliveries by facsimile, emailed, pdf, or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Agent to accept electronic signatures in any form or format without its prior written consent and pursuant to procedures approved by it. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

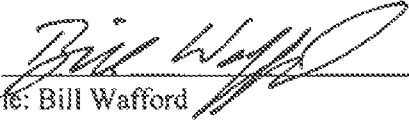
8. **MISCELLANEOUS.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 14.14 AND 14.15 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Pages Follow]

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

GRANTOR:

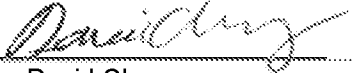
EVERLANE, INC.,
a Delaware corporation

By: 
Name: Bill Wafford

Title: Chief Financial Officer

AGENT:

CIT NORTHBRIDGE CREDIT LLC

By: 
Name: David Chang
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER
THE DREAM PANT	97032621	Registered	6797542	07/19/22	Everlane, Inc.
RELEATHER	90468318	Registered	6630510	01/25/22	Everlane, Inc.
[Design Only]	90181679	Registered	6598980	12/21/21	Everlane, Inc.
THE THERMOSTAT BASE LAYER	90448845	Registered	6552749	11/09/21	Everlane, Inc.
THE PARKLET SHIRTDRESS	90448821	Registered	6552748	11/09/21	Everlane, Inc.
THE PERFORM UNITARD	90168179	Registered	6488024	09/14/21	Everlane, Inc.
THE PERFORM TANK	90168161	Registered	6488023	09/14/21	Everlane, Inc.
THE PERFORM BRA	90168148	Registered	6488022	09/14/21	Everlane, Inc.
WAY-HIGH	90272111	Registered	6450602	08/10/21	Everlane, Inc.
CURVY CHEEKY	90168100	Registered	6343922	05/04/21	Everlane, Inc.
'90S CHEEKY	90168091	Registered	6343921	05/04/21	Everlane, Inc.
ORIGINAL CHEEKY	90168083	Registered	6343920	05/04/21	Everlane, Inc.
THE FOREVER SNEAKER	90078172	Registered	6291249	03/09/21	Everlane, Inc.
REKNIT	88488366	Registered	6397224	06/22/21	Everlane, Inc.
RECOTTON	88488374	Registered	6229053	12/22/20	Everlane, Inc.
RECASHMERE	88488348	Registered	6229052	12/22/20	Everlane, Inc.
REWOOL	88488340	Registered	6629051	12/22/20	Everlane, Inc.
THE PERFORM LEGGING	88813352	Registered	6167851	10/06/20	Everlane, Inc.
#DAMNGOODDENIM	88258501	Pending application filed 01/11/19	n/a	n/a	Everlane, Inc.
BLACK FRIDAY FUND	88680643	Registered	6037283	04/21/20	Everlane, Inc.
100% HUMAN	87277198	Registered	6216938	12/08/20	Everlane, Inc.
GOWEAVE	86934186	Registered	5317857	10/24/17	Everlane, Inc.
EVERLANE	85701428	Registered	4313012	04/02/13	Everlane, Inc.