

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loft Ipco LLC		09/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Term Collateral Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Serial Number:	88359608	ALL REWARDS	
Serial Number:	88352704	ALL THE FEELS	
Serial Number:	77031291	ANN	
Serial Number:	78496720	ANN	
Serial Number:	85558383	ANN INC.	
Serial Number:	86005393	ANN TAYLOR	
Serial Number:	86000725	ANN TAYLOR	
Serial Number:	85699770	ANN TAYLOR	
Serial Number:	85517794	ANN TAYLOR	
Serial Number:	85356873	ANN TAYLOR	
Serial Number:	85058275	ANN TAYLOR	
Serial Number:	85006338	ANN TAYLOR	
Serial Number:	77520340	ANN TAYLOR	
Serial Number:	78740040	ANN TAYLOR	
Serial Number:	78498984	ANN TAYLOR	
Serial Number:	74334502	ANN TAYLOR	
Serial Number:	74304110	ANN TAYLOR	
Serial Number:	73618514	ANN TAYLOR	
		TRADEMARK	

OP \$1465.00 88359608

Property Type	Number	Word Mark
Serial Number:	74389865	ANNTAYLOR.
Serial Number:	74585175	ANNTAYLOR. LOFT
Serial Number:	76417981	ANNTAYLOR LOFT
Serial Number:	85356876	ANN TAYLOR LOFT
Serial Number:	77857455	ANN TAYLOR LOFT
Serial Number:	78884243	ANN TAYLOR LOFT
Serial Number:	78499039	ANN TAYLOR LOFT
Serial Number:	78260311	ANN TAYLOR LOFT
Serial Number:	85110081	ASCENA
Serial Number:	85110093	ASCENA RETAIL GROUP
Serial Number:	88147706	AT
Serial Number:	86150006	
Serial Number:	86550326	DEVIN
Serial Number:	87234501	HERLEAD
Serial Number:	88754614	INFINITELY LOFT
Serial Number:	87779886	INFINITE STYLE
Serial Number:	86725196	LIVE LOVE LOFT
Serial Number:	86062835	LOFT
Serial Number:	85517787	LOFT
Serial Number:	85356870	LOFT
Serial Number:	85058270	LOFT
Serial Number:	77540499	LOFT
Serial Number:	77520371	LOFT
Serial Number:	77256065	LOFT
Serial Number:	78790275	LOFT
Serial Number:	78790622	LOFT
Serial Number:	78924858	LOFTBEACH
Serial Number:	77194364	LOFT CARES
Serial Number:	85144515	LOFT LOVE LIST
Serial Number:	77592354	LOFT LOVES TEACHERS
Serial Number:	87470366	LOFT NEXT DOOR
Serial Number:	78913015	LOFT PETITES
Serial Number:	86040227	LOU & GREY
Serial Number:	85444007	LOVE LOFT
Serial Number:	86128449	RESPONSIBLY ANN
Serial Number:	88162367	SIGNATURESOFT
Serial Number:	88630829	SIGNATURE SOFTBLEND
Serial Number:	87787903	SO. CRAZY. COZY.

Property Type	Number	Word Mark
Serial Number:	87787945	SO. CRAZY. SOFT.
Serial Number:	88078124	SOFTSERVE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	037827-0147
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	09/01/2022

Total Attachments: 7

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated September 1, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Alter Domus (US) LLC, as Term Collateral Agent (the “**Term Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to herein.

WHEREAS, Premium Guarantor LLC, a Delaware limited liability company (“**Holdings**”), Premium Apparel LLC, a Delaware limited liability company (the “**Borrower**”), the Subsidiary Guarantors from time to time party thereto and Alter Domus (US) LLC, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “**Administrative Agent**”), the Term Collateral Agent and each lender from time to time party thereto (collectively, the “**Lenders**” and, each individually, a “**Lender**”) entered into the Term Loan Credit Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), dated as of September 1, 2022 (the “**Closing Date**”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Term Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby pledges, collaterally assigns and grants to the Term Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (excluding any Excluded Assets, the “**Collateral**”):

(i) all trademarks (including service marks), trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, logos, domain names, global top domain names, other source or business identifiers and the registrations and applications for registration thereof, including those listed on Schedule A, and the goodwill of the business associated with or symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all common law rights related to any of the foregoing.

SECTION 2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 1 hereof attach to any “intent-

to-use” Trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 4. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Term Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

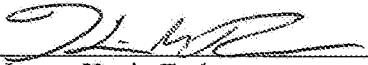
SECTION 7. Governing Law. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

SECTION 8. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

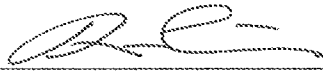
LOFT IPCO LLC,
as Grantor

By: 
Name: Kevin Trolaro
Title: Vice President, Chief Accounting
Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007837 FRAME: 0638

ALTER DOMUS (US) LLC,
as Term Collateral Agent

By: _____

Name: Pinju Chiu

Title: Associate Counsel




[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007837 FRAME: 0639

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ALL REWARDS	REGISTERED	88359608	27-MAR-2019	6201212	17-NOV-2020	LOFT IPCO LLC
ALL THE FEELS	REGISTERED	88352704	22-MAR-2019	5872985	01-OCT-2019	LOFT IPCO LLC
ANN	REGISTERED	77031291	27-OCT-2006	3848118	14-SEP-2010	LOFT IPCO LLC
ANN	REGISTERED	78496720	08-OCT-2004	3020741	29-NOV-2005	LOFT IPCO LLC
ANN INC.	REGISTERED	85558383	02-MAR-2012	4202497	04-SEP-2012	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	86005393	09-JUL-2013	5311531	17-OCT-2017	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	86000725	02-JUL-2013	5151458	28-FEB-2017	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	85699770	09-AUG-2012	4564791	08-JUL-2014	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	85517794	17-JAN-2012	4198062	28-AUG-2012	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	85356873	27-JUN-2011	4116293	20-MAR-2012	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	85058275	09-JUN-2010	3907931	18-JAN-2011	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	85006338	05-APR-2010	3876692	16-NOV-2010	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	77520340	11-JUL-2008	3690357	29-SEP-2009	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	78740040	25-OCT-2005	3090418	09-MAY-2006	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	78498984	13-OCT-2004	3078842	11-APR-2006	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	74334502	25-NOV-1992	1782601	20-JUL-1993	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	74304110	12-AUG-1992	1789470	24-AUG-1993	LOFT IPCO LLC
ANN TAYLOR	REGISTERED	73618514	08-SEP-1986	1444585	23-JUN-1987	LOFT IPCO LLC
ANN TAYLOR.	REGISTERED	74389865	11-MAY-1993	1881093	28-FEB-1995	LOFT IPCO LLC

Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ANN TAYLOR. LOFT 	REGISTERED	74585175	13-OCT-1994	2061836	13-MAY-1997	LOFT IPCO LLC
ANN TAYLOR LOFT	REGISTERED	76417981	05-JUN-2002	2704411	08-APR-2003	LOFT IPCO LLC
ANN TAYLOR LOFT	REGISTERED	85356876	27-JUN-2011	4097234	07-FEB-2012	LOFT IPCO LLC
ANN TAYLOR LOFT	REGISTERED	77857455	26-OCT-2009	3852568	28-SEP-2010	LOFT IPCO LLC
ANN TAYLOR LOFT	REGISTERED	78884243	16-MAY-2006	3202185	23-JAN-2007	LOFT IPCO LLC
ANN TAYLOR LOFT	REGISTERED	78499039	13-OCT-2004	3078844	11-APR-2006	LOFT IPCO LLC
ANN TAYLOR LOFT	REGISTERED	78260311	10-JUN-2003	2825310	23-MAR-2004	LOFT IPCO LLC
ASCENA	REGISTERED	85110081	18-AUG-2010	4165141	26-JUN-2012	LOFT IPCO LLC
ASCENA RETAIL GROUP	REGISTERED	85110093	18-AUG-2010	4165142	26-JUN-2012	LOFT IPCO LLC
AT 	REGISTERED	88147706	09-OCT-2018	6086402	23-JUN-2020	LOFT IPCO LLC
Design Only 	REGISTERED	86150006	20-DEC-2013	5428616	20-MAR-2018	LOFT IPCO LLC
DEVIN	REGISTERED	86550326	02-MAR-2015	4984478	21-JUN-2016	LOFT IPCO LLC
HERLEAD	REGISTERED	87234501	11-NOV-2016	5381994	16-JAN-2018	LOFT IPCO LLC
INFINITELY LOFT	REGISTERED	88754614	10-JAN-2020	6107465	21-JUL-2020	LOFT IPCO LLC
INFINITE STYLE	REGISTERED	87779886	01-FEB-2018	5569238	25-SEP-2018	LOFT IPCO LLC
LIVE LOVE LOFT	REGISTERED	86725196	14-AUG-2015	4954799	10-MAY-2016	LOFT IPCO LLC
LOFT	REGISTERED	86062835	12-SEP-2013	5360223	19-DEC-2017	LOFT IPCO LLC
LOFT	REGISTERED	85517787	17-JAN-2012	4201711	04-SEP-2012	LOFT IPCO LLC
LOFT	REGISTERED	85356870	27-JUN-2011	4097233	07-FEB-2012	LOFT IPCO LLC

Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
LOFT	REGISTERED	85058270	09-JUN-2010	3907930	18-JAN-2011	LOFT IPCO LLC
LOFT	REGISTERED	77540499	06-AUG-2008	3703017	27-OCT-2009	LOFT IPCO LLC
LOFT	REGISTERED	77520371	11-JUL-2008	3700020	20-OCT-2009	LOFT IPCO LLC
LOFT	REGISTERED	77256065	15-AUG-2007	3434715	27-MAY-2008	LOFT IPCO LLC
LOFT	REGISTERED	78790275	12-JAN-2006	3488664	19-AUG-2008	LOFT IPCO LLC
LOFT	REGISTERED	78790622	12-JAN-2006	3359615	25-DEC-2007	LOFT IPCO LLC
LOFTBEACH	REGISTERED	78924858	07-JUL-2006	3268087	24-JUL-2007	LOFT IPCO LLC
LOFT CARES	REGISTERED	77194364	31-MAY-2007	3699420	20-OCT-2009	LOFT IPCO LLC
LOFT LOVE LIST	REGISTERED	85144515	04-OCT-2010	4122560	03-APR-2012	LOFT IPCO LLC
LOFT LOVES TEACHERS	REGISTERED	77592354	14-OCT-2008	3697910	20-OCT-2009	LOFT IPCO LLC
LOFT NEXT DOOR	REGISTERED	87470366	31-MAY-2017	5675975	12-FEB-2019	LOFT IPCO LLC
LOFT PETITES	REGISTERED	78913015	21-JUN-2006	3350308	04-DEC-2007	LOFT IPCO LLC
LOU & GREY	REGISTERED	86040227	16-AUG-2013	5438458	03-APR-2018	LOFT IPCO LLC
LOVE LOFT	REGISTERED	85444007	11-OCT-2011	4227493	16-OCT-2012	LOFT IPCO LLC
RESPONSIBLY ANN	REGISTERED	86128449	25-NOV-2013	5329930	07-NOV-2017	LOFT IPCO LLC
SIGNATURESOFT	REGISTERED	88162367	19-OCT-2018	5757713	21-MAY-2019	LOFT IPCO LLC
SIGNATURE SOFTBLEND	REGISTERED	88630829	25-SEP-2019	6172856	13-OCT-2020	LOFT IPCO LLC
SO. CRAZY. COZY.	REGISTERED	87787903	07-FEB-2018	5560894	11-SEP-2018	LOFT IPCO LLC
SO. CRAZY. SOFT.	REGISTERED	87787945	07-FEB-2018	5560897	11-SEP-2018	LOFT IPCO LLC
SOFTSERVE	REGISTERED	88078124	14-AUG-2018	6034570	14-APR-2020	LOFT IPCO LLC